

AMENDED
DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS AND CONDITIONS

INDEXED: _____
GRANTOR: _____
GRANTEE: _____
RELEASED: _____
ABSTRACTED: _____
STAMPED: _____

Entry No. <u>165830</u> Book <u>156</u> Affecting The Real Property Known As
RECORDED <u>4-17-80</u> at <u>10:15 AM</u> Page <u>285-90</u> THE JEREMY RANCH PLAT NO. 1
REQUEST of <u>Harlan W. Clark</u>
FEE <u>9.00</u> WANDA Y. SPRIGGS, SUMMIT CO. RECORDER
INDEXED _____ By <u>Wanda Y. Spriggs</u> ABSTRACT _____

April 16, 1980

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in Summit County, State of Utah, described as The Jeremy Ranch No. 1; and

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvements, to certain restrictions, conditions, covenants and agreements between itself and the several purchasers of said property and among the several purchasers of said property themselves as hereinafter set forth;

NOW, THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property and as among the several owners and purchasers themselves and their heirs, successors and assigns:

PART A. APPLICATION, OBLIGATIONS, BENEFITS AND RESERVATIONS

A-1. Application. The covenants, agreements, restrictions and conditions provided hereinafter in their entirety shall apply to all lots included in The Jeremy Ranch Plat No. 1 Subdivision, as recorded with the Summit County, Utah Recorder's Office, (hereinafter referred to as "subdivision").

A-2. Owners' Association. All owners of lots within the subdivision shall be members of The Jeremy Ranch Phase I Owners Association (hereinafter referred to as "Association") along with the owners of lots and condominiums located in other subdivisions and areas of the property known as The Jeremy Ranch Phase I, and shall be bound by the Articles of Incorporation, By-Laws, and Rules and Regulations of such Association, and shall further be obligated to pay all assessments made by such Association as hereinafter provided and as provided in such Articles, By-Laws, Rules and Regulations.

A-3. Membership in Country Club. All owners of lots within the subdivision shall be members of The Jeremy Ranch Country Club, together with the owners of lots and condominiums located in other subdivisions and areas of the property known as The Jeremy Ranch Phase I, and shall be bound by the Articles of Incorporation, By-Laws, Rules and Regulations or other governing documents of such Club. Such memberships shall be appurtenant to and shall run with the lot owned by each member and may not be sold, assigned, conveyed or transferred, voluntarily or by operation of law, to any party except the owner of the lot to which it is appurtenant. All rights and obligations of members of the club, including any fees, dues or assessments to be paid, shall be as set forth in the Articles, By-Laws, Rules and Regulations or other governing documents referred to above.

A-4. Oil and Mineral Rights Reserved. All oil, gas, coal, gravel and all other minerals on or under the property within the subdivision, together with the right of ingress and egress to prospect for, mine, drill and remove any and all such minerals have been reserved by prior owners of the property within the subdivision and all conveyances to or by owners of lots within the subdivision are and shall be subject to such reservations.

BOOK 156 PAGE 285

PART B. RESIDENTIAL AREA COVENANTS

B-1. Land Use and Building Type. No lot in the subdivision shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one dwelling not to exceed two stories in height and private attached garages for not less than two vehicles and for not more than four vehicles. All land use and buildings shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies governing the subdivision and all landscaping, grading and drainage of the land on each lot shall be completed so as to comply with the Neighborhood Grading and Drainage Plan, as approved by Summit County Engineers for the subdivision and the individual lots therein.

B-2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, as to location with respect to topography and finished grade elevation and as to its compliance with the Architectural Guide for the subdivision as prepared by the Architectural Control Committee.

Unless approved by the Architectural Control Committee, no hedge more than three feet high and no fence or wall shall be erected, placed, altered or permitted to remain on any lot closer to the front street than the front of the residential structure on said lot, or where said hedge, fence or wall is located along the boundary line between two adjoining lots, it shall not be closer to the front street than the front of whichever residential structure on the two adjoining lots is nearest to the street. All fences and hedges placed on the rear of the lot of all golf course lots must be approved by The Architectural Control Committee.

No incomplete building shall be permitted to remain incomplete for a period in excess of one year from the date construction of the building was started unless approval, in writing, is obtained from the Architectural Control Committee.

All construction shall be of new materials except that used brick may be used with prior written approval of the Architectural Control Committee.

B-3. Dwelling Quality and Size. The ground floor area of the main structure, exclusive of garage and any one story open porches, shall not be less than 1,350 square feet for a one story dwelling. In a split level dwelling the combined area of the single level and each of the two levels in the adjoining two story portion of the dwelling, exclusive of garage and any one story open porches, shall total not less than 1,800 square feet. In a two story home which is two stories above the curb level, the combined area of the ground story level and the story above the ground story level, exclusive of garage and any one story open porches, shall total not less than 2,000 square feet. In a split entry dwelling the combined area of the above ground level story and the below ground level story shall be not less than 2,000 square feet with the above ground level being not less than 1,350 square feet, exclusive of garage and any one story open porches. If four feet or more of foundation is above finished grade, then the basement shall be considered a story. Otherwise, for the purposes of these covenants, the basement area shall not be considered a story. It is the purpose of this

covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced at the date that these covenants are recorded.

B-4. Building Location.

(a) No building shall be located on any lot nearer than 30 feet from the abutting street right-of-way line, or nearer than 20 feet to any side street right-of-way line.

(b) No building shall be located nearer than 12 feet to an interior lot line, and the total width of the two side yards shall not be less than 24 feet. No dwelling shall be located on any interior lot nearer than 24 feet to the rear lot line. No accessory or out buildings shall be located to encroach upon any easements.

(c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

B-5. Basement Restrictions on Lots 6-17 and 121. No basement shall be constructed lower than four feet below the existing surface of the ground, on any of lots 6 through 17 and lot 121, without the submission to the Architectural Control Committee of an engineer's or geologist's report and certificate indicating that construction of a basement below that level can be accomplished without structural or water leakage problems.

B-6. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line. No lot or lots may be redivided for the purpose of creating any additional building sites.

B-7. Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat over the front ten feet of each lot measured from the abutting roadway right-of-way line and over the side and rear eight feet of each lot except as otherwise shown on the plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. This easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

B-8. Roadway Easements. Easements for roadways are reserved as shown on the recorded plat over the front thirty feet of each lot. No use may be made of the property within these easements by the individual lot owners except for access to and from the lots in the subdivision. These easements have been dedicated to the County for the benefit of the public and shall be maintained by the County.

B-9. Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No automobile or other vehicle is to be parked on the roadway in front of or to the side of any lot unless it is in running condition, properly licensed and regularly used.

B-10 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

B-11 Private Residence-Moving Structures. Each lot shall be used for private residence purposes only and no structure of any kind shall be moved from any other location to any lot in the subdivision.

B-12. Signs. No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction period.

B-13. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other equipment designed for use in boring for oil, natural gas or other mineral shall be erected, maintained or permitted upon any lot.

B-14. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises or on leash and under control; provided further that no more than two such household pets shall be kept on any lot.

B-15. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste material shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and away from public view.

B-16. Sight Distance at Intersections and Driveways. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the roadway property lines and a line connecting them at points 25 feet from the intersection of the roadway lines or, in the case of a rounded property corner, from the intersection of the roadway property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a roadway property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

B-17. Landscaping. Trees, lawns, shrubs or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained by the owners of each lot or they shall be replaced, at the lot owner's expense, upon request of the Architectural Control Committee.

B-18. Mail Box and Yard Lamp. Each owner of a lot in the subdivision, at the time of construction of improvements upon the lot, shall furnish and install, and shall thereafter maintain, a mail box and a front yard lamp, the type and location of which shall be in accordance with the specifications of the Architectural Control Committee.

PLAT C. ARCHITECTURAL CONTROL COMMITTEE

C-1. Membership. The Architectural Control Committee is composed of James L. DeSpain, 2217 High Mountain Drive, Sandy, Utah; Richard L. Sorensen, 10159 Roseboro Road, Sandy, Utah; Michael L. Aldrich, 2534 Pasadena Street, Salt Lake City, Utah. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant unless such compensation shall be approved and paid by The Jeremy Ranch Phase I Owners Association, or its Board of Trustees. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

C-2. Architectural Guide. The Architectural Control Committee shall prepare, and may amend from time to time, and shall make available to owners of lots, an Architectural Guide for the subdivision, which may specify styles, materials, colors, shapes, landscaping and any other architectural requirements or other matters affecting the appearance of the property and improvements thereon, which shall be followed by and shall be binding upon, all owners or others in constructing improvements on the lots in the subdivision.

C-3. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove any plans and specifications submitted to it, within thirty (30) days after such submission, approval shall not be required and those covenants requiring approval by the Architectural Control Committee shall be deemed to have been fully complied with.

PART D. ASSESSMENTS AND LIENS

D-1. Personal Liability and Lien; Foreclosure. All owners of lots within the subdivision shall be subject to assessments to be levied by The Jeremy Ranch Phase I Owners Association, for the purpose of maintaining the roadways and common areas in the subdivision or for other purposes as determined by the trustees of such Association, and all owners shall be liable to the Association for payment of such assessments. Each such assessment, together with interest accruing thereon and all costs, including reasonable attorney's fees, incurred in enforcing or collecting the assessment, with or without suit, shall be and remain a lien upon the lot owned by the assessed owner, which lien may be foreclosed in the manner provided by law for the foreclosure of trust deeds by trustee's sale or for the foreclosure of mortgages by judicial proceeding or in any other manner provided by law for the foreclosure of liens on real property.

D-2. Interest; Suit. Each assessment not paid within thirty days of the date of the assessment shall accrue interest at the rate of fifteen percent per annum from the date of the assessment until paid and The Association shall have the right to recover a money judgment for any unpaid assessment, plus interest and costs, including reasonable attorney's fees, without waiving or foreclosing the lien securing the same.

D-3. Priority Over Other Liens. The amount of any assessment, plus interest, costs and attorney's fees, upon the recording of a notice of lien setting forth the amount thereof and the lot against which it is assessed, shall have priority over all other liens and encumbrances, recorded or unrecorded, except only tax and special assessment liens and liens or encumbrances against the lot recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

PART E. GENERAL PROVISIONS

E-1. Term. These covenants are to run with the land and shall be binding on all owners of lots within the subdivision and on all persons claiming under them for a period of forty years from the date these covenants are recorded. Thereafter, these covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part.

E-2. Enforcement. These covenants, restrictions and conditions constitute equitable servitudes and may be enforced by any lot owner, by The Architectural Control Committee, The Jeremy Ranch Phase I Owners Association or by the undersigned declarant by proceedings at law or in equity against any person or persons violating or threatening or attempting to violate any covenant either to restrain and enjoin violation or to recover damages.

E-3. Severability. Invalidation of any one of these covenants by court decree shall in no wise affect any of the other provisions, which shall remain in full force and effect.

E-4. Amendment. These covenants may be amended, within the initial forty (40) year term, by the written approval of the fee simple owners of two-thirds (2/3) of the lots within the subdivision.

THE JEREMY LTD.
a limited partnership,

By Gerald H. Bagley
Gerald H. Bagley
General Partner

STATE OF UTAH)
 ss
County of Salt Lake)

On the 16th day of April, 1980, personally appeared before me GERALD H. BAGLEY, General Partner of THE JEREMY LTD., a limited partnership, who duly acknowledged to me that he executed the same on behalf of and by authority of said partnership.

Karen Mascroft
NOTARY PUBLIC

My commission expires 7/29/81 Residing at Salt Lake City, Utah.