

WHEN RECORDED, MAIL TO:
Jeremy Ranch Owners Association
8772 North Jeremy Road
Park City, Utah 84060

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER
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FOR: JEREMY RANCH OWNERS ASSOCIATION
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AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS AND CONDITIONS
Affecting the Real Property Known as
JEREMY RANCH PLAT A

THIS AMENDED AND RESTATED DECLARATION, dated, for reference purposes only, March 4, 1992, is made by the undersigned with reference to the following facts:

RECITALS

1. As to Plat "A".

a. By that certain subdivision plat more particularly described as follows (hereinafter referred to as "Plat A"):

JEREMY RANCH PLAT 'A' according to the official Plat thereof on file and of record in the office of the County Recorder of Summit County, Utah,

the then owners of that certain real property located within Summit County, Utah, and situated within Plat 'A' caused said real property to be platted as a subdivision (containing among other things, 18 Lots) pursuant to the ordinances of said County.

b. By that certain Declaration of Protective Covenants, Agreements, Restrictions and Conditions Affecting The Real Property Known As The Jeremy Ranch Plat No. "A" (hereinafter referred to as the "Original Plat A Declaration") recorded January 29, 1985, as Entry No. 230044, in Book 329 at Page 717 in the Office of the County Recorder of said County, the then owners of the real property described on Plat A submitted said real property to the covenants, agreements, restrictions and conditions contained in the Original Plat A Declaration.

c. Paragraph E-4 of the Original Plat A Declaration provided that said Declaration could be amended by the written approval of the fee simple owners of two-thirds (2/3) of the lots within the subdivision.

d. By the certain First Amended Declaration of Protective Covenants, Agreements, Restrictions and Conditions Affecting the Real Property Known

as The Jeremy Ranch Plat No. A (hereinafter referred to as the "First Amended Plat A Declaration") recorded May 15, 1985, as Entry No. 234121 in Book 341 at Page 479 in said office, the then owners of in excess of two-thirds (2/3) of all lots within Plat A amended the Original Plat A Declaration as more particularly set forth in the First Amended Plat A Declaration.

e. Paragraph E-4 of the First Amended Plat A Declaration provided that said Declaration could be amended by the written approval of the fee simple owners of two-thirds (2/3) of the lots within the subdivision.

f. By the certain Second Amended Declaration of Protective Covenants, Agreements, Restrictions and Conditions Affecting the Real Property Known As The Jeremy Ranch Plat No. A (hereinafter referred to as the "Second Amended Plat A Declaration") recorded November 20, 1986, as Entry No. 261134 in Book 407 at Page 187 in said office, the then owners of in excess of two-thirds (2/3) of all lots within Plat A amended the First Amended Plat A Declaration as more particularly set forth in the Second Amended Plat A Declaration.

g. Paragraph E-4 of the Second Amended Plat A Declaration provides that said Declaration may be amended by the written approval of the fee simple owners of two-thirds (2/3) of the lots within the subdivision.

2. As to Plats A, 4 and 5.

a. By that certain First Amended Declaration of Protective Covenants, Agreements, Restrictions and Conditions Affecting the Real Property Known As The Jeremy Ranch (Plats A, 4 and 5) (hereinafter referred to as the "First Amended Declaration (Plats A, 4 and 5)") recorded April 9, 1990, as Entry No. 322970 in Book 560 at Page 616 in said office, the "Board of Trustees" amended the previous declarations for Plats A, 4 and 5 as more particularly set forth therein.

b. All of the Original Declarations and Amended Declarations referred to in Recital paragraphs 1 and 2 a. above are hereinafter sometimes collectively referred to as the "Prior Declarations."

c. Paragraph A-2 of each of the Prior Declarations provides that all owners of lots within their respective subdivisions shall be members of The Jeremy Ranch Phase I Owners Association, shall be bound by the Articles of Incorporation, Bylaws and Rules and Regulations of such Association and shall further be obligated to pay all assessments made by such Association. However, said Association was involuntarily dissolved by the State of Utah on December 31, 1984.

d. Jeremy Ranch Owners Association, a Utah non profit corporation (the "Association") was formed by articles of incorporation filed with the

Division of Corporations and Commercial Code, of the Utah Department of Commerce on April 18, 1989 as file no. 9108-01-0045 and by-laws were adopted.

e. The undersigned now desire with this Declaration to amend and completely restate the Prior Declarations and any and all other declarations whatsoever currently in effect with regard to all or any part of Plat A, with the intent and purpose that upon recordation of this Declaration in said office, the Prior Declarations, and any and all such other declarations will be superseded in their entirety by this Declaration.

f. The undersigned also now desire to authorize the Association to exercise the powers and functions previously exercised by The Jeremy Ranch Phase I Owners Association, Inc., with the intent and purpose that upon recordation of this Declaration in said office, the Association will become the authorized successor-in-interest to The Jeremy Ranch Phase I Owners Association, Inc..

g. Plat A contains 18 lots. The Board of Trustees, of the Jeremy Ranch Owners Association, in their representative capacity, by way of written vote and proxy, represent in excess of two-thirds (2/3) of the record owners of lots located in Plats 4, 5, and A, Jeremy Ranch Subdivision, collectively, and of Plat A, individually, as of the date of the annual meeting of the Jeremy Ranch Owners Association held March 19, 1992.

DECLARATION

NOW, THEREFORE, the undersigned declare that the property within Plat A is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between themselves and the several owners and purchasers of said property and as among the several owners and purchasers themselves and their heirs, successors and assigns and said covenants, agreements, restrictions and conditions shall run with the land. Upon recordation of this Declaration in the Office of the County Recorder of Summit County, Utah, all of the Prior Declarations and any and all other declarations whatsoever then in effect with regard to all or any part of Plat A shall be totally amended, completely restated and entirely superseded by this Declaration, and the Association shall become the authorized successor-in-interest to The Jeremy Ranch Phase I Owners Association, Inc..

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 Jeremy Ranch Plat A, 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 Jeremy Ranch Owners Association, Inc. (hereinafter referred to as "Association") and shall be bound by the Articles of Incorporation, Bylaws, and Rules and Regulations of such Association, including the amendments attached hereto, and shall further be obligated to pay all assessments made by such Association as hereinafter provided and as provided in such Articles, Bylaws, Rules and Regulations.

A-3. 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.

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 single family 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.

No substantially similar house plans may be built in the subdivision.

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 on the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, location with respect to topography and finished grade elevation, all in accordance with the Architectural Guidelines established as hereinafter set forth.

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 must be approved by the Architectural Control Committee prior to installation. Lots shall be fully landscaped in accordance with the Architectural Guidelines.

Landscaping shall be completed within the time stipulated hereinafter and in the Architectural Guidelines after the dwelling structure has been completed.

No building shall be permitted to remain incomplete for a period in excess of one (1) year from the date construction of the building was started unless approval, in writing, is obtained from 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 1,500 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 2,100 square feet. In a two story home, 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 2,250 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 2,250 square feet with the above ground level being not less than 1,300 square feet, exclusive of garage and any one story open porches.

A building "footprint" shall be defined as the ground area within the perimeters formed by the foundation of the building. A one story house shall have a footprint of not less than 2,000. For a house of more than one story, either a "footprint" of 1,600 square feet, with a minimum of 600 square feet per additional above ground floor, or a total of 2,200 square feet of combined above ground floors is required. The building "footprint" of any structure to be built on any lot shall not be less than set forth above or the footprint on the building plan approved by the Architectural Control Committee, whichever is greater.

If four (4) 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. For the purposes of these covenants, an unfinished basement or portion of the dwelling shall not be considered in determining the square footage figures above. "Unfinished," for these purposes, means anything less than framed, drywalled and painted or covered walls and carpeted or tiled floors. For a level to be considered a "ground floor" for the above purposes, the level must be at street level and totally visible above ground from the nearest street allowing immediate access to the dwelling. 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.

No dwelling shall be permitted that does not present at least a fifty five (55) foot frontage view to the street from which access to the lot is provided. In calculating frontage, garage frontage will be included.

B-4. Building Location.

a. Buildings shall be set back from any street in accordance with Summit County requirements.

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.

Notwithstanding any provision in this paragraph B-4 to the contrary, if any lot owner acquires title to two or more adjacent lots and desires to, and does in fact construct only one structure upon said lots, the common boundary(s) between said lots shall not be deemed to be an interior lot line within the meaning of this paragraph B-4. If a structure is constructed upon property consisting of two or more lots in which said structure would violate the provisions of paragraph B-4 in the absence of the exception as set forth herein, said lots may not be redivided or conveyed separately for the purpose of creating additional building sites, nor shall construction of a second structure be commenced upon said lots.

B-5. 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-6. Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats over the front ten (10) feet of each lot measured from the abutting roadway right-of-way line and over the side and rear eight (8) 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-7. Roadway. Roadways are reserved as shown on the recorded plats. No use may be made of the property within these roadways by the individual lot owners except for access to and from the lots in the subdivision. These roadways have been dedicated to the County for the benefit of the public and shall be maintained by the County.

B-8. 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. All vehicles (including, but not limited to recreational vehicles, boats, snowmobiles, motor homes and trailers) shall be parked within the garage, or for limited times, on a designated paved parking pad separate from the main driveway. All vehicles exposed to view from the front of the house, any other lot, any street or road, or the golf course, shall be maintained in running condition, properly licensed, and be regularly used. No commercial or industrial type vehicle shall be stored or parked on any lot or street in the subdivision except during actual use for construction on a lot or maintenance of the subdivision.

B-9. 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-10. 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-11. Signs. No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than six (6) square feet in size.

B-12. Oil and Mining Operation. 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-13. Livestock, Poultry and Pets. 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 control; provided further that no more than two such household pets shall be kept on any lot. "Control" for the above purposes shall only mean on a leash or lead, within a vehicle, within the residence of the owner, or within the fenced confines on the premises of the owner. Fierce, dangerous or vicious animals shall not be permitted.

B-14. 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-15. 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-16. Landscaping. All landscaping shall be completed within the time stipulated by the Architectural Guidelines but in no case shall such time exceed one year from the time of occupancy or completion of the residence or extend beyond July 31 of the next calendar year whichever occurs last, without written approval of the Architectural Control Committee. 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 owners' expense, upon request of the Architectural Control Committee.

B-17. 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 front yard lamp, the type and location of which shall be in accordance with the specifications in the Architectural Guidelines.

B-18. Owners' Upkeep of General Appearance of Property and Lots. Each lot owner shall be responsible for maintaining the general neat appearance of any building or other improvement located on his property. Proper upkeep shall include maintaining the property in good condition and appearance to the satisfaction of the Architectural Control Committee, including but not limited to: Regularly cleaning, painting and keeping all parts of any building or improvement in good repair.

Each owner of a lot (whether vacant or otherwise), in the subdivision shall be responsible for maintaining his lot clear of rubbish and unsightly debris and shall keep said property free from weeds or any other unsightly growth, condition, or hazard.

The Association shall have authority to clean, maintain or repair any neglected, or unkempt property or property in poor repair, at the lot owners' expense, after a lot owner has failed or refused to comply with a clean-up, maintenance or repair

request by the Association within ten (10) days after written notice. No such request or notice by the Association shall be necessary if a condition constitutes an emergency which threatens or may threaten the safety or well-being of any lot or surrounding property.

PART C. ARCHITECTURAL CONTROL COMMITTEE.

C-1. Membership. The Architectural Control Committee, hereinafter referred to as the "Committee", shall be composed of seven members appointed by the Board of Trustees of the Association. The members shall be appointed for a term of two years and shall serve at the pleasure of the Board of Trustees.

The initial terms will be four for two years and three for one year. Any person appointed to fill a vacancy shall serve for the remainder of the term. A majority of the Committee may designate a representative to act for it. In the event of the death, removal or resignation of any member of the committee, the Board of Trustees shall 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 Association, or its Board of Trustees.

C-2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing and shall set forth specifically any Architectural Guidelines not met. 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 complied with fully. The decision of the Committee may be appealed to the Board of Trustees by action taken in writing within thirty days of a denial or other adverse action by the Committee.

C-3 Architectural Guidelines. The Board of Trustees of the Association shall prepare, and may amend from time to time, and shall make available to the Architectural Control Committee and the owners of Lots, Architectural Guidelines 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 the Architectural Control Committee and shall be binding upon, all owners or others in constructing improvements on the lots in the subdivision. The decisions and determinations made by the Architectural Control Committee, unless appealed to the Board of Trustees of the Association, shall be final and be deemed fully enforceable and binding upon each and every lot owner.

C-4 Board of Trustees and Architectural Committee not Liable. The Board of Trustees and the Architectural Control Committee or any of its individual

members shall not be liable in damages to any person submitting any plans for approval, or to an Owner or Owners of lands within the Subdivision, by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove, with regard to such plans unless due to their gross negligence, willful misconduct or bad faith. Neither the Board of Trustees nor the Architectural Control Committee nor any member thereof, nor their duly authorized representative shall be liable to any Owner for any loss, damage or injury arising out of, or in any way connected with, the performance of the Trustee's or the Committee's duties hereunder unless due to the gross negligence, willful misconduct or bad faith of the Trustee or the Committee. Any person or group acquiring the title to any Property in the Subdivision or any person submitting plans to the Architectural Control Committee for approval, by so doing shall be deemed to have agreed and covenanted that he, she, or they will not bring any action or suit to recover damages against the Board of Trustees or the Architectural Control Committee, its members as individuals or its advisors, employees or agents except under the standards set forth herein.

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 Association, for the purpose of maintaining the roadways and common areas (including without limitation, open spaces) 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 attorneys' 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 from and after the date a notice of such lien is recorded in the records of the Summit County Recorders office as hereinafter set forth, which lien may be foreclosed in the manner provided for the foreclosure of mortgages by judicial proceeding or in any other manner provided by law for the foreclosure of liens on real property. In the event the Association elects to recover upon such lien in the manner provided for by law for the foreclosure of trust deeds by trustee's sale, Associated Title Company, a Utah corporation shall be deemed to be and is hereby appointed and designated to act in the capacity of Trustee with all rights and obligations appurtenant thereto. To this end, each and every lot owner acquiring title to real property that is subject to this Declaration of Protective Covenants, Agreements, Restrictions and Conditions DOES HEREBY CONVEY AND WARRANT to Associated Title Company, in trust, with power of sale, said property. In furtherance of this provision, the Association shall be deemed to be a beneficiary of said conveyance and in that capacity shall be entitled to such rights, benefits, and obligations as are provided for under Utah Code Annotated §57-1-19 et. seq. (1953 as amended).

D-2. Interest; Suit. Each assessment not paid within ninety (90) days of the date of the assessment shall accrue interest at the rate of fifteen percent (15%) 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 (40) years from the date these covenants are recorded. Thereafter, these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a two thirds 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 owners, by the Architectural Control Committee, or by the Board of Trustees of the Association 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. In the event of enforcement herein, the defaulting party shall be liable for all attorney fees and court costs.

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.

E-5. Counterparts. This Declaration may be executed in any number of counterparts, each of which shall be an original for all purposes, but all of which shall constitute but one and the same instrument.

