



c/o FCS Community Management, PO Box 5555, Draper, UT 84020

ACKNOWLEDGEMENT AND AGREEMENT
For Construction Of All Types

Property Address: _____

Lot number: _____

The undersigned have submitted residential construction plans for review to the Architectural Control Committee and Board of Trustees of the Jeremy Ranch Owners Association ("JROA"). The undersigned affirm they have read and understand the Declaration of Protective Covenants, Conditions and Restrictions (CC&R's) pertinent to their lot, and the Community Architectural Design Guide ("Guidelines"), and agree to comply with all rules therein in their entirety.

Upon approval of the plans, the undersigned agree to build the residence in exact accordance to the approved plans, as to building setbacks and location on the lot, grading and drainage, exterior elevations and materials, building height, roofing, and landscaping. The approval of these plans and other data shall not be construed to be an approval of any violation of any provision of the CC&R's or Guidelines. The approval based upon plans and other data submitted shall not prevent the Architectural Control Committee from thereafter requiring the correction of errors in said plans and data or from stopping building operations being carried on hereunder when in violation of the CC&R's or Guidelines.

In the event of a violation, owner will be issued a Warning of the Violation and expected to comply with terms outlined in guidelines; any subsequent Notice of Violation will include a fine consistent with the adopted "Schedule of Fines". Corrections or remedies required by the Notice shall be completed within five (5) days of receipt of said written Notice. If a violation is repeated after initial compliance, the new Notice will be considered to be the Second Notice and charged a fine consistent with the Schedule of Fines.

In consideration for approval of the construction plans, the undersigned further agree to be responsible for all costs incurred by JROA enforcing the CC&R's and Guidelines, including reasonable attorney's fee, in case of default by the undersigned. The undersigned acknowledge responsibility for any changes and may be required to remove or tear out any work already completed that has not had the necessary written approval.

To insure compliance, the undersigned agree execute an Escrow Agreement and deposit funds with the Escrow Agent in accordance to said agreement. In the event of any such breach or default, the undersigned authorizes the Association to disburse any portion of the deposit necessary to pay for violation fees or to reimburse the Association for any such damage or expense.

Dated this _____ day of _____, _____

Builder/Contractor

(print name)

(sign name)

(contractor license)

Lot Owner

(print name)

(sign name)