



PO Box 5555, Draper UT 84020
JeremyRanch@jrhoa.com

NEW CONSTRUCTION AND ADDITIONS APPLICATION

Prior to ACC review, all items must be complete. The application fee will be added to the owner's ledger.
An escrow check, escrow agreement, and notice must be sent to the Association Manager.
Plans shall be submitted and uploaded as an ARC request in the homeowner's portal.
INCOMPLETE PLANS WILL BE RETURNED

SUBMISSION DATE:
PERSONAL HOME: YES, or NO SPEC: YES, or NO
LOT NUMBER: PLAT: PROPERTY ADDRESS:
OWNER(S) AS SHOWN ON TITLE:
NOTE: IF THE APPLICANT IS NOT THE OWNER, THE APPLICANT MUST HAVE WRITTEN AUTHORIZATION FROM THE OWNER.
APPLICANT NAME: E-MAIL:
APPLICANT'S ADDRESS:
CITY: STATE: ZIP:
APPLICANT'S HOME PHONE: WORK PHONE:
GENERAL CONTRACTOR: PHONE: LICENSE #:
APPROXIMATE START DATE: APPROXIMATE COMPLETION DATE:

CHECK ALL ITEMS SUBMITTED:

- ALL PRIOR ASSOCIATION CHARGES ARE PAID IN FULL.
PLAN CHECK FEE will be added to the owner's account and must be paid (refer to current FEE SCHEDULE)
EXECUTED ESCROW AGREEMENT AND CHECK FOR ESCROW DEPOSIT IN THE AMOUNT OF \$5,000.00.
(Note: If a check is returned, a STOP WORK order will be issued as well as return check fees assessed against the Owner)
EXECUTED ACKNOWLEDGEMENT AND AGREEMENT FORM.
ELECTRONIC PLANS STAMPED BY A LICENSED ARCHITECT OR STRUCTURAL ENGINEER
CERTIFIED SURVEY, STAMPED BY LICENSED SURVEYOR (NO COPIES OF SIGNATURES PERMITTED)
ALL PROPERTY CORNERS MUST STAKED (and clearly visible) BY A LICENSED SURVEYOR PRIOR TO APPROVAL AND REMAIN IN PLACE UNTIL THE FINAL INSPECTION IS COMPLETED.

A SITE DEVELOPMENT PLAN MUST BE SUBMITTED, AND DRAWN TO SCALE INCLUDING THE FOLLOWING:

- NORTH ARROW, SCALE, DATUM POINT/BENCHMARK.
ALL PROPERTY LINES WITH DIMENSIONS AND ALL EASEMENTS OF RECORD WITH DIMENSIONS.
CURB LINE OF ALL STREETS THAT LOT FRONTS UPON AND DISTANCE FROM BACK OF CURB TO FRONT PROPERTY LINE. INDICATE ELEVATION OF CURB FROM BENCHMARK.
TOPOGRAPHY AT 2 FT. VERTICLE INTERVALS SHOWING BOTH EXISTING GRADES PRIOR TO CONSTRUCTION AND FINAL GRADES AFTER CONSTRUCTION, AND SURFACE DRAINAGE IDENTIFIED.
BUILDING SETBACKS FROM PROPERTY LINES: FRONT: , RIGHT SIDE: , LEFT SIDE: , REAR:
LOCATION OF HOME ON LOT (building footprint), INCLUDING ROOFS, DECKS, WALKWAYS, AND DRIVEWAYS
MAXIMUM (greatest) PERCENTAGE OF DRIVEWAY SLOPE IS: % (all details must be on plans).
LOCATION OF ANY RETAINING STRUCTURES (Note: All retaining structures and or fences must be placed entirely on your lot unless you obtain an Easement Agreement with the neighboring property for such structure. The Easement Agreement will be subject to JROA approval.
CLEARLY IDENTIFY PROPOSED FOUNDATION AND RAIN DOWNSPOUT DRAINS.

___ **LANDSCAPE PLAN: SUBMIT A SEPARATE DETAILED IRRIGATION AND LANDSCAPE PLAN DRAWN TO SCALE SHOWING PROPERTY LINES AND STREET CURB LINES. LIST ALL TYPES OF PLANT MATERIALS AND GROUND COVERS SUCH AS SOD, HYDROSEED, BARK, ROCKS, ETC., AND ALL OF THE FEATURES YOU INTEND TO INSTALL.**

STYLE OF HOME TO BE BUILT: _____

TOTAL SQUARE FEET OF LIVING AREA (excluding garage).

Refer to the CC&R's of your Plat for minimum square footage requirements.

FINISHED SF. Main _____, Upper _____, Lower _____, Total _____

UNFINISHED Main _____, Upper _____, Lower _____, Total _____

Total square feet of Foundation "footprint" (including garage): _____

Approximate start date: _____, Approx. Completion date: _____

REQUIREMENTS FOR ELEVATION DRAWINGS:

___ SHOW EXISTING AND PROPOSED GRADES ALONG THE FOUNDATION ON ALL FOUR ELEVATIONS

___ CLEARLY IDENTIFY HEIGHT OF HOUSE IN FEET ON ALL FOUR ELEVATIONS, FROM ORIGINAL GRADE PRIOR TO CONSTRUCTION AT THE PROPOSED FRONT BUILDING LINE TO THE HIGHEST POINT OF THE HOUSE.

___ INDICATE MAIN FLOOR OR TOP OF FOUNDATION ELEVATION FROM BENCHMARK.

___ IDENTIFY ALL EXTERIOR MATERIALS TO BE USED.

___ INDICATE ALL ROOF PITCHES (MINIMUM 4/12, MAXIMUM 12/12).

___ CLEARLY IDENTIFY THE OVERALL WIDTH OF THE PROPOSED BUILDING AT THE FRONT BUILDING LINE

MATERIAL SPECIFICATION SHEET AND CROSS-SECTIONS TO INCLUDE THE FOLLOWING:

WINDOWS SPECIFICATIONS:

Manufacturer: _____, Model No. _____, Mat'l: _____, Frame Color: _____

ROOFING MATERIAL (Submit small sample and color)

Manufacturer: _____, Mat'l: _____, Weight: _____, Color: _____

WALL FRAMING INCLUDING GARAGE WALLS: Stud size: _____, Spacing: _____

INSULATION: Walls: Type & Mat'l: _____, Thickness: _____, R Rating: _____

Roof: Type & Mat'l: _____, Thickness: _____, R Rating: _____

PROVIDE SAMPLES AND COLORS OF EXTERIOR MATERIALS:

SIDING 1: Mat'l: _____, Color: _____

SIDING 2: Mat'l: _____, Color: _____

SIDING 3: Mat'l: _____, Color: _____

CORNER TRIM: Mat'l: _____, Color: _____

WINDOW TRIM: Mat'l: _____, Color: _____

SOFFITS: Mat'l: _____, Color: _____

FASCIA: Mat'l: _____, Color: _____

GARAGE DOOR(s): Manufacturer: _____, Model No. _____, Mat'l: _____, Color: _____

FRONT DOOR: Type&Mat'l: _____, Color: _____

EXTERIOR RAILINGS: Mat'l: _____, Color: _____

FASCIA: Mat'l: _____, Color: _____

___ **REVIEWED ASSOCIATION ARCHITECTURAL DESIGN GUIDELINES AND LISTED ALL VIOLATIONS**

All violations of the Association Architectural Design Guidelines MUST be listed and clearly demonstrate that the purposes of the Design Guide shall not be circumvented through the granting of a variance. Violations may be rejected by the Architutal Committee or brought to the Board of Trustees where a final decision for all variances must be made.

Other terms and conditions during construction:

1. Prior to the commencement of construction, a professional sign must be placed on the lot displaying the building lot number, lot address, name of builder and builder's contact information, and name of the owner, and maintained until Final Inspection is completed.
2. All property corners must be staked and remain visible during construction and until Final Inspection by JROA.
3. The building lot shall be identified by placing 4-foot-high orange barrier fencing supported every 6 feet along the side and rear property lines. Barrier fencing shall be maintained and remain in place during the entire construction period.
4. A chemical toilet must be placed upon the lot and out of the gutter and away from the curb line.
5. Prior to framing, a roll-off dumpster (20'x7'x5') must be placed on the lot. The dumpster must remain on the lot until the completion of construction.
6. Any mud, rocks, or debris tracked onto the roadway or in gutters must be cleaned daily. The lot owner and/or contractor shall regularly inspect the site and access roadways and shall perform whatever clean-up and maintenance necessary to maintain these areas in a clean and orderly condition. If the Owner/Contractor fails to maintain clean streets and gutters, the Association in its sole discretion without further notice reserves the right to perform said clean-up of any mud or debris on roadways or gutters and charge all costs against the Owner.
7. Building materials must not be stored in gutters or on the roadways without written permission from the County.
8. All construction must be completed within one year from the commencement of construction (the Completion Date), unless the Association in its sole discretion, approves an extension for good cause, not to exceed six months in length. A daily penalty of \$100 may be assessed in the Associations's sole discretion for each day construction is incomplete past the Completion Date and deducted from the Escrow deposit or charged to the Owner. Failure to complete all construction within eighteen (18) months after commencement may result in the forfeiture of the Escrow deposit at the sole discretion of the Association.
9. In the event of any type of violation, the Association may in its sole discretion impose a fine, commensurate with the severity of the violation and notice given, including, but not limited to, lack of dumpster, toilet, orange fence, and violations toward any other neighboring property (see Acknowledgement and Agreement).
10. In the event of any type of violation, the Association may in its sole discretion impose a fine, commensurate with the severity of the violation and notice given, including violations toward any other neighboring property (see Acknowledgement and Agreement).
11. NOTE: APPROVAL OF A PLAN SHALL REMAIN VALID FOR SIX MONTHS FROM THE DATE OF APPROVAL. If construction has not started within six months, the plans must be resubmitted for approval again and will be subject to any changes made in the covenants, or the Architectural Guidelines during the interim period. An additional plan check fee must accompany the new application.

We the Owner and Contractor, understand the terms in this application and agree to follow them in the entirety:

Owner: print _____

Contractor: print _____

Date: _____

Date: _____

Date of ACC Application Review: _____ Liaison: _____

The following action was taken by the Jeremy Ranch ACC regarding this application:

The plans were approved this _____ day of _____, _____

Date of On-site Inspection Prior to Final Approval: _____

- ___ 1. A professional sign on the property.
- ___ 2. Orange barrier fence on the property.
- ___ 3. All property corners are staked and visible.

FINAL APPROVAL FOR COMMENCEMENT OF CONSTRUCTION

DATE APPROVED; this _____ day of _____, _____

BY: _____ (print name) _____

The plans were DENIED this day of _____, _____ because of the following:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____



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

**ESCROW AGREEMENT
TO ASSURE COMPLIANCE TO REGULATIONS**

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between _____ (hereinafter “Owner”), and **Jeremy Ranch Owner’s Association** (hereinafter “Association”), and **FCS Community Management** located at 12227 So Business Park Dr., Suite 200, Draper, Utah, (hereinafter “Escrow Agent”).

WITNESSETH

WHEREAS, Owner has submitted plans to Association in connection with a proposed construction project within the boundaries of the Association; and,

WHEREAS, the Community Architectural Design Guide (hereafter “Guidelines”) of the Association require Owner to place a deposit to ensure compliance with the Association’s Declaration of Protective Covenants, Agreements, Restrictions and Conditions (hereafter “CC&R’s”), and Guidelines; whichever are more restrictive (collectively the “**Regulations**”), and,

WHEREAS, the parties desire to cause the deposit to be held in escrow pending completion of construction.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, the parties hereto agree as follows:

1. Owner hereby deposits in an escrow account with Escrow Agent the sum of \$5,000.00 (five thousand dollars) with verifiable funds (hereafter “Escrow Funds”), in connection with development of real property described as Jeremy Ranch Lot _____, Plat _____, located within the boundaries and jurisdiction of the Jeremy Ranch Owners Association, and which property address is _____. The Escrow Funds shall be set aside in the escrow account to ensure compliance with the Regulations, including any mitigation and restoration of damage to adjacent lots and/or open space, and can be used by the Association for enforcement of non-compliance of the Regulations.
2. Owner agrees to complete the improvements as approved by the Association within the time periods provided within the Regulations and evidenced by the approved plans.
3. Upon timely completion of construction, site maintenance, landscaping and any needed restoration of adjacent properties in full compliance with the Regulations, and satisfaction of the Association, the Escrow Funds will be released to Owner minus any fines or fees. At such time the Association agrees to execute written authorization to Escrow Agent to release such portion of the funds.
4. In the event Owner fails to timely and properly maintain the construction site, install the landscaping or restore adjacent properties the Escrow Funds shall remain on deposit with Escrow Agent until compliance is completed. In addition, such funds may act as a bond towards damages, costs, and attorney’s fees incurred by the Association to enforce the compliance of the Regulations of the Association and the Association may, but shall not be obligated to do so, use or expend the Escrow Funds to make, complete, install or repair the improvements, landscaping and maintenance contemplated by the terms hereof.
5. Failure to complete all construction within eighteen (18) months after commencement may result in the forfeiture of the Escrow deposit at the sole discretion of the Association.
6. The Owner agrees to hold harmless and indemnify the Association for any damage or loss suffered by the Association of any judgment or cause of action against the Association by any person which arises as a result



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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)

of damage, loss or personal injury to any person or property, including the Owner and property, as a result of the work of any contractor hired by the Owner on behalf of the Association. The Owner further agrees to indemnify the Association for any loss or judgment suffered by the Association from enforcement of a mechanic's or material man's lien as a result of the work of any contractor (including subcontractors and material men of any such contractor) hired by the Association on behalf of the Owner.

7. Escrow Agent is not bound in any way to the requirements of the Regulations, and its only duty, liability and responsibility shall be to hold the Escrow Funds as herein directed and to pay and to deliver funds to such parties and under such conditions as are herein set forth, or as they are further agreed by the parties, or by court order.
8. This Agreement is made for the benefit of Association as third-party beneficiary.

WHEREUPON, the parties hereto have set their hands the day and year first above written.

OWNER(s)

(print name) _____

Enter Owner's Current Contact Information Below;

mailing street address: _____

city, state, zip: _____

phone number(s): _____

email: _____

ESCROW AGENT

by: _____

Its: _____

(print name) _____

JEREMY RANCH OWNER'S ASSOCIATION

By: _____

Its: Treasurer

(print name) _____