

**FIRST AMENDED
DECLARATION OF PROTECTIVE COVENANTS
AGREEMENTS, RESTRICTIONS AND CONDITIONS
Affecting the Real Property Known As
THE JEREMY RANCH**

(PLATS A, 4, 5)

WHEREAS, the Board of Trustees, in their representative capacity, by way of direct vote and proxy, represent in excess of two-thirds (2/3) of all lots in each specified plat at Jeremy Ranch, situated in Summit County, State of Utah, described as follows:

The Jeremy Ranch (PLATS A, 4 & 5), according to the official plat thereof, filed in the records of the Recorder of Summit County, State of Utah. and,

NOW, THEREFORE, the Board of Trustees in their representative capacity, 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 and said covenants, agreements, restrictions and conditions shall run with the land.

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 Plats A, 4 & 5 of The Jeremy Ranch 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") its successors-in-interest or such other community association as encompasses Jeremy Ranch as part of a common plan of development for The Jeremy Ranch Phase I along with the owners of condominiums located in other areas of the property known as The Jeremy Ranch Phase I, and 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 as hereinafter provided and as provided in such Articles, Bylaws, Rules and Regulations.

Jeremy Ranch Phase I shall include the following property:

- The Jeremy Ranch Plat No. 1 Subdivision
- The Jeremy Ranch Plat No. 2 Subdivision
- The Jeremy Ranch Plat No. 3 Subdivision
- The Jeremy Ranch Plat No. 4 Subdivision
- The Jeremy Ranch Plat No. 5 Subdivision
- The Jeremy Ranch Plat No. 6 Subdivision
- The Jeremy Ranch Plat No. A Subdivision
- The Jeremy Ranch Plat No. B Subdivision

Any open space between or surrounding the above subdivisions and condominium projects which may be conveyed to the Association by the undersigned and any other property which the undersigned may develop and include within Jeremy Ranch Phase I by reference thereto in the recorded declarations or restrictive covenants for such property.

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.

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PART B. RESIDENTIAL AREA COVENANTS.

B-1. Land Use and Building Type. No lot in the subdivision shall be used except for residential non business 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.

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

All construction shall be of new materials except that used brick may be used with prior written approval of the Architectural Control Committee. Other materials shall be new and, except for the roof, shall be made of natural wood, stone, brick or stucco. The use of aluminum or vinyl siding, plywood, T111, press board, cinder block, Masonite, and similar types of siding as exterior finishing materials are expressly prohibited. The color of all stains or paints on exterior surfaces, including flashing, roof gutters, or other metal roof materials, shall be of earth tone colors (light beige, through dark browns and grays). No white, navy blue, black or any bright colors will be allowed on either siding or trim. All siding materials and colors shall be approved by the Architectural Control Committee prior to application.

B-3. Dwelling Quality and Size for Plats 4 & 5: The ground floor area of the main structure, exclusive of garage and any one story open porches, shall not be less than 2,000 square feet for a one story dwelling. In homes having more than one level above ground, the minimum square foot requirements shall be either a "footprint" of 2300 square feet, to include the garage, with any additional above-ground floor to be a minimum of 600 square feet per floor, or a total of 2800 square feet of finished living space above the ground level, exclusive of garage and any one story porches. If four (4) feet or more of foundation is above finished grade, then the basement shall be considered a story. A basement area shall not be considered in determining the square footage figures above. 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.

A building "footprint" shall be defined as the ground area within the perimeters formed by the foundation of the building. No dwelling shall be permitted that does not present at least a sixty (60) foot frontage view to the street from which access to the lot is provided. In calculating frontage, garage front will be included.

Plats A will have requirements as follows with all types of houses as described above:

Single Story: 1500 Square Feet. For more than one story, either a "footprint" of 2000 square feet, with a minimum 600 square feet per additional above ground floors, or a total of 2500 square feet on the combined above ground floors.

B-4. Building Location.

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(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.

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 84 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 plat 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 Easements. Easements for roadways are reserved as shown on the recorded plat over the front thirty (30) feet of each lot as measured from the center of the roadway. 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-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. No automobile or other vehicle is to be parked on the roadway in front of or to the side of any lot on a regular basis. No recreational vehicles of any kind may be parked on the street. If a property owner has such vehicles, they must be housed within the garage or the house itself or on a designated, poured parking pad separate from the main driveway and only for a limited time.

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 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-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 must be completed within one year of occupancy of the home or by July 31 of the next calendar year, whichever occurs last. 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 of the Architectural Control Committee.

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 Architectural Control Committee shall have authority to clean or repair any neglected, unrepaired, or unkempt property at the lot owners' expense, after a lot owner has failed or refused to comply within ten (10) days, with a clean-up or repair request by the Committee. No such request or notice by the Committee 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.

B-19. Satellite Dish Antennas. The placement of a satellite dish antenna or any other type of radio wave reception device on any family lot shall be placed in the most unobtrusive location possible. It may be no more than ten (10) feet in diameter more than fifteen (15) feet high and must be of a non-reflective color and material. No transmitting antennas of any kind will be allowed.

PART C. ARCHITECTURAL CONTROL COMMITTEE

C-1. Membership. The Architectural Control Committee is composed of seven members. These individuals will be appointed for a term of one year each by the Board of Trustees. 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 to fill the remainder of the term. Neither the members of the committee, nor the 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 One Owners' Association, or its Board of Trustees.

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. The decisions and determinations made by the Architectural Control Committee shall be final and be deemed fully enforceable and binding upon each and every lot owner.

C-3. Board of Trustees and Architectural Control 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 any Owner or Owners of lands with the Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Neither the Board of Trustees nor the Architectural 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 the Trustee's or the Committee's duties hereunder unless due to the 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 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.

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 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 S57-1-19 et. seg.(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. 500 560 PAGE 620

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. An instrument signed by a majority of the lot owners 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 Board of Trustees 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 attorneys 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 total votes allowed to all property owners within the subdivision.

Executed this 4th day of April, 1990.

BOARD OF TRUSTEES

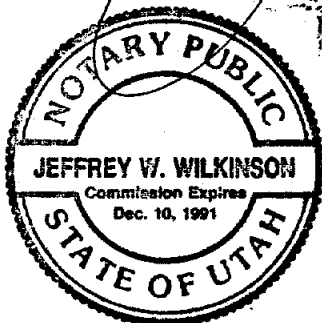
[Signature]
Trustee
Member-Board of Trustees

STATE OF UTAH
COUNTY OF SUMMIT

Subscribed and sworn before me this 4th day of April, 1990.

[Signature]
Notary Public
Residing in: Salt Lake County

Commission expires:
Dec. 10, 1991



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