

RED NOTE AB
292378

SECOND AMENDED
DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS AND CONDITIONS
Affecting the Real Property Known as
THE JEREMY RANCH PLAT NO. 3

88 JUN 29 PM 2:47

ALAN SPRIGGS
SUMMIT COUNTY RECORDER

REC'D BY JH 24

WHEREAS, the undersigned controls by way of ownership and by powers-of-attorney in excess of two-thirds (2/3) of all lots at Jeremy Ranch, Plat No. 3 situated in Summit County, State of Utah, described as follows:

The Jeremy Ranch Plat No. 3, according to the official plat thereof, filed in the records of the Recorder of Summit County, State of Utah.

and,

WHEREAS, the undersigned is about to sell one or more lots within the subdivision 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 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 The Jeremy Ranch Plat No. 3 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 Plat 3 as part of a common plan of development for The Jeremy Ranch Phase I 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, Bylaws, and Rules and Regulations

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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

The Jeremy Woods Condominiums
The West Ridge Condominiums
The East Ridge Condominiums
The Clubhouse Condominiums
The Backnine Condominiums

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 subdivisions 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.

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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 all golf course lots must be approved by the Architectural Control Committee. Lots shall be fully landscaped in accordance with the Architectural Guide. Landscaping shall be completed within one (1) year after the dwelling structure has been completed.

No incomplete 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.

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 1,650 square feet for a one story dwelling. In a split level dwelling the combined area of the portion of the dwelling, exclusive of garage and any one story open porches, shall total not less than 2,000 square feet. In a 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 2,400 square feet. No level shall be less than 1,000 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 2,400 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 (4) feet or more of foundation is above finished grade on any side, 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.

A building "footprint" shall be defined as the ground area within the perimeters formed by the foundation of the building. The building "footprint" of any structure to be built on any lot shall be not less than 1,000 square feet. 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.

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.

Notwithstanding any provision of 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.

Any variation from the covenants and restrictions otherwise permitted shall require the approval of the Architectural Control Committee.

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 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 areas 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 unless it is in running condition, properly licensed and regularly used.

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 one (1) square foot in size. No signs advertising unimproved lots for sale or rent may be displayed.

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. 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 with a clean-up or repair request by the Committee within ten (10) days. 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 is prohibited unless authorization is granted by the Architectural Control Committee. Authorization may be granted only if the lot owner desiring to place the device on his property submits a "Site Plan" and a detailed description of the reception device to the Architectural Control Committee and both are approved by the Committee.

The Site Plan and description shall include a detailed description of the location, material, color, size, and screening materials of the proposed device. The Architectural Control Committee shall enforce their authority to insure that the Site Plan conforms with the following specifications:

(a) Location: The device must be located in the back yard and it must not be visible from the street in front of the residence which the device is to be placed, nor shall it be visible from any of the adjoining property sites, the golf club, or the golf course.

(b) Material: The device must be made of a material which is inherently non-reflective of sunlight. These may include, but are not limited to, clear, mesh, or perforated types.

(c) Color: The device must be of a color which is non-reflective of sunlight, such as black or grey.

(d) Size: The device must be of a standard residential size and if such device is a satellite dish antenna, then its diameter may not exceed ten (10) feet.

(e) Screening Materials: The device must be concealed from the public's view by screening it with shrubbery, fences, or any other types of natural vegetation or man-made structures which are permitted to exist by the restrictive covenants and conditions as provided for herein, so that it is not visible from the golf course grounds or the clubhouse area.

At such time as cable television service becomes available to affected lots, then the following rules shall be applicable.

(a) No satellite dish antennas or any other radio wave reception device may be added to any lot.

(b) When such does occur, then the devices which are already in place may continue to be used, but they may not be replaced, relocated, or modified by any means or method available. The only allowable change for such devices is their removal.

PART C. ARCHITECTURAL CONTROL COMMITTEE.

C-1. Membership. The Architectural Control Committee shall be composed of five (5) members, two (2) to be appointed by The Jeremy, Ltd. and three (3) to be elected by a majority vote of the then record lot owners. The term of the committee members shall be three (3) years, with the initial members appointed by The Jeremy, Ltd. to be appointed 2 and 3-year terms, and the initial members voted on by lot owners to serve 1, 2 or 3-year terms, so that not more than two members of the committee shall be subject to replacement in any one year.

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. Should the Jeremy Ranch Phase I Owners' Association approve language to establish a Master Architectural Control Committee, such committee shall replace the Architectural Control Committee which is presently located in each Plat.

Until such time as the lot owners elect the members of the Architectural Control Committee following the adoption of these amended covenants, the now existing members of the Architectural Control Committee shall continue to serve and nothing herein shall restrict the Committee's ability to function and act on matters or in a manner consistent with authorities contained herein.

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 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

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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 thirty (30) 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 person 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 period of ten (10) years unless an instrument signed by a majority of the then owners of the lots have 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 person 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.

OWNERS OF LOTS:

301, 302, 304, 313, 314, 317,
318, 319, 323, 324, 329, 330,
331, 332, 336, 337, 338, 339,
340, 341, 342, 343, 344, 345,
346, 348, 349, 354, 355, 356,
357, 367, 376, 378

THE JEREMY, LTD.,
a limited partnership,
By Jeremy Service Corporation,
a Utah corporation,
General Partner

By: William T. Blair, Jr.
Its President

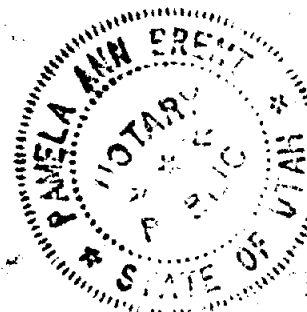
STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 29 day of June, 1988, personally appeared before me William T. Blair, Jr., who being by me duly sworn did say that he is the President of Jeremy Service Corporation, General Partner of The Jeremy, Ltd., a limited partnership, who duly acknowledge to me that he executed the same on behalf of said corporation by authority of a resolution of its board of directors, and duly acknowledged to me that said corporation executed the same on behalf of any by authority of said partnership.

Pamela Ann Brent
NOTARY PUBLIC
Residing in: Oakley, UT 84055

My Commission expires:

1-28-90



Harold H. Brandt

Harold H. Brandt

Attorney-in-Fact For:

Lot #374 Fred Marshall & Emmy F. Marshall
Lot #326 Rachel Jill Rice
Lot #369 Max Greenhalgh & Sherree Greenhalgh
Lot #303 Richard Weggeland
Lot #320 W.J. Florence & Beverly Florence
Lot #365 Richard Fassio & Joy Fassio
Lots 362&363 Chester Fassio
Lots 334&335 Leonard H. Raizin & Carol A. Raizin
Lot #310 Darrell Nilson
Lot #333 E&B Investments, Inc.
Lot #375 Terry L. Christiansen
Lot #395 James A. Paulis
Lot #368 Jack Lowder
Lot #358 Camshares Limited
Lot #322 Robert P. Cherrington & Barbara Cherrington
Lot #385 James Hanna
Lot #392 F.H. Burr, Jr.
Lot #372 Jack M. Harrison & Jo Harrison
Lot #366 Harold H. Brandt & Marjorie L. Brandt
Lot #373 Jack Gertino
Lots 316&321 KUTV Properties, Inc.
Lot #393 D. Melling George
Lot #325 James S. Cherrington & Linda S. Cherrington
Lot #315 J. Garth Brown & Ada C. Brown
Lot #391 George Baldwin & Mary Margaret Baldwin
Lot #347 Mike Boehme
Lot #306 Harry F. Houdeshel, III
Lot #305 Patricia Wells Keogh, Trustee
Lot #383 Robert Green
Lots 370&371 Lawrence M. Brown & Marilyn A. Brown
Lot #312 Michael Jay Mullin
Lot #307 James Woodward & Marsy Woodward

Pamela Ann Brent
NOTARY PUBLIC
Residing in: Ogden, UT 84055

1-28-90

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