

WHEN RECORDED, MAIL TO:
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REQUEST: EQUITY TITLE

AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE BACK NINE AT JEREMY RANCH SUBDIVISION
PLATS "A" AND "B"

This Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Back Nine at Jeremy Ranch Subdivision Plats "A" and "B", dated for records purposes only, January 31, 2000, is made by the Boards of Trustees of the two separate subdivisions "The Back Nine At Jeremy Ranch Subdivision, Plat "A"" (hereinafter "Back 9 Plat "A"), and "The Back Nine At Jeremy Ranch Subdivision, Plat "B"" (hereinafter "Back 9 Plat "B") and ratified by 2/3 of the owners in each subdivision. The names and addresses of the ratifying owners are listed as exhibit "B".

WHEREAS the original Declaration of Covenants, Conditions and Restrictions of the Back Nine At Jeremy Ranch Subdivision, Plat "A" was recorded on July 12, 1994 as Entry No. 00409349, in Book No. 819, beginning at Page No. 763 and the original Declaration of Covenants, Conditions and Restrictions of the Back Nine At Jeremy Ranch Subdivision, Plat "B": was recorded on Dec. 30, 1994, as Entry No. 00421940, in Book No. 859, at Page No. 350-376 (collectively the "Original Declarations").

WHEREAS under the terms of the Original Declarations, Back 9 Plat "A", and Back 9 Plat "B" had separate Boards of Trustees, separate Homeowners Associations, and had separate Declarations of Covenants, Conditions and Restrictions;

WHEREAS pursuant to the Original Declarations, 2/3 of the owners in each subdivision have the ability to amend, restate, and consolidate the Declarations;

WHEREAS the respective Boards of Trustees of the Back 9 Plat "A", and Back 9 Plat "B" with the support of 2/3 of the owners in each subdivision desire to be consolidated and governed by one Board of Trustees, and one Declaration of Covenants, Conditions and Restrictions, with the intent and purpose that upon recordation of these Amended And Restated Declaration of Covenants, Conditions and Restrictions of the Back 9 At Jeremy Ranch "Plat A", Plats "A" and "B" that both of the aforementioned subdivisions will be exclusively governed by this amended and restated declaration and governed as specified herein;

WHEREAS the respective Boards of Trustees of both Subdivisions and 2/3 of the owners of each subdivision itemized in exhibit "B" desire to adopt, with the modifications made herein, the language of the prior Declaration of Covenants, Conditions and Restrictions of the Back 9 At Jeremy Ranch, Plat "A", to be the Amended and Restated Declaration governing both subdivisions;

THEREFORE: The respective Boards of Trustees with the required 2/3 of the owners of each subdivision hereby amend and restate the Original Declarations adopt the following language as the Declarations of Covenants Conditions and Restrictions binding and governing both subdivisions.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this 31st day of January, 2000, by The Back Nine At Jeremy Ranch Homeowners Association (the "Declarant" or "Association").

A. Declarant is the Homeowners Association governing that certain parcel of real property located in Summit, Utah, more particularly described on Exhibit A attached hereto (the "Property").

B. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration and improvement of the Project.

C. In order to efficiently manage and to preserve the value and appearance of the Project, it is necessary and desirable to create a nonprofit corporation to maintain Common Areas in the Project; to collect assessments and disburse funds as hereinafter set forth; and to perform such other acts as shall generally benefit the Project and the Homeowners. The Back Nine at Jeremy Ranch Homeowners Association, a homeowners association and nonprofit corporation, has or will be incorporated for the purpose of exercising the aforementioned powers and functions.

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered and used subject to the following Declaration as to easements, rights, assessments, liens, charges, covenants, servitude, restrictions, limitations, conditions and uses to which the Project may be put.

1. DEFINITIONS.

When used in this Declaration, including the Recitals, each of the following terms shall have the meaning indicated, unless the context clearly indicates otherwise:

1.1 Articles shall mean and refer to the Articles of Incorporation for the Back Nine at Jeremy Ranch Homeowners Association, as amended from time to time.

1.2 Association shall mean and refer to the Back Nine at Jeremy Ranch Homeowners Association, a Utah Nonprofit Corporation.

1.3 Board shall mean and refer to the Board of Trustees of the Association.

1.4 Bylaws shall mean and refer to the Bylaws of the Association, as amended from time to time.

1.5 Common Area shall mean (i) the property, if any, designated as common area on the Map, and (ii) any portion of the Project which is owned by the Association for the use and benefit of the Members.

1.6 Common Expenses shall mean and refer: to all sums which are expended by the Association on behalf of the Owners; all sums which are required by the Board of Trustees to perform or exercise its functions, duties, or rights under this Declaration and the Bylaws, including an adequate reserve fund for maintenance, repair and replacement of Common Areas; all sums paid pursuant to any management agreement which may be entered into for operation of the Project; and all other items, things

and sums which are lawfully assessed against the Owners in accordance with this Declaration, the Bylaws and such rules and regulations as the Board of Trustees may from time to time make and adopt.

1.8 Declaration shall mean and refer to this instrument as amended from time to time.

1.9 Dwelling shall mean and refer to a separate residential dwelling unit together with garages and/or other attached structures located on a Lot within the Project.

1.10 Lot shall mean and refer to those single family residential building lots identified and referred to in this Declaration and on the Map.

1.11 Map shall mean and refer to the subdivision plat entitled "BACK NINE AT JEREMY RANCH SUBDIVISION," and shall include both Plat "A" and Plat "B" filed in the office of the Summit County Recorder, as the same may be amended from time to time.

1.12 Owner shall mean the person or entity holding a record fee simple ownership interest in a Lot or Dwelling, including purchasers under installment contracts.

Owner shall not include persons or entities who hold an interest in a Lot or Dwelling merely as security for the performance of an obligation.

1.13 Project shall mean the real property described on Exhibit A, together with all improvements thereon. Notwithstanding anything else herein, this Declaration in its entirety, governs both Plat "A" and Plat "B" of the Back Nine At Jeremy Ranch Subdivision, as recorded in the office of the Summit County Recorder and any reference to the Map, Lots, or Project shall include both Plats "A" and "B".

2. MUTUAL AND RECIPROCAL BENEFITS.

All of the restrictions, conditions, covenants and agreements shall be made for the direct and mutual benefit of each and every Lot created on the Property and shall be intended to create a mutual equitable servitude on each lot in favor of every other Lot, to create reciprocal rights and obligations between the Owners, and to create privity of contract and privity of estate between the Owners and their heirs, successors and assigns.

3. PERSONS BOUND.

This Declaration shall be binding on and for the benefit of the Association, its successors and assigns, and all subsequent Owners of all or part of the Project, together with their grantees, successors, heirs, executors, administrators, devisees and assigns. The restriction, conditions, covenants and agreements contained herein shall run with the land, and all Owners, purchasers and occupants of Lots shall, by acceptance of contracts, deeds or possession, be conclusively deemed to have consented to conform to and observe all such restrictions, conditions, covenants and agreements. Any mortgage or other encumbrance of any Lot or Dwelling in the Project shall be subject to and subordinate to all of the provisions of this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through the foreclosure, whether such foreclosure is by private power of sale, judicial foreclosure or otherwise.

4. LAND USE AND BUILDING TYPE.

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4.1 No Lot shall be used except for single family residential and related purposes.

4.2 No building shall be erected, altered or permitted to remain on any Lot other than one detached single family dwelling and a private garage for not less than two (2) vehicles and not more than four (4).

4.3 No building shall be used, rented or leased for commercial purposes.

4.4 Every dwelling, exclusive of garages and open porches or decks, shall have a minimum main or ground floor area of at least 1,850 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 garages and open porches or decks, shall total not less than 2,350 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 garages and open porches or decks, shall total not less than 2,500 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 2,500 square feet with the above ground level being not less than 1,500 square feet, exclusive of garages and open porches or decks.

4.5 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 not have a footprint of less than 2,350 square feet. A house of more than one story shall have either a "footprint" of 2,300 square feet, with a minimum of 600 square feet per additional above ground floor, or a total of 2,500 square feet of combined above ground floors.

4.6 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 this Declaration, the basement area shall not be considered a story and shall not be considered in considering the square footage figures above.

4.7 For a level to be considered a "ground floor," the level must be at street level and totally visible above ground from the nearest street allowing immediate access to the dwelling.

4.8 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.

4.9 Dwelling height limits shall be set forth in the Architectural Guide.

4.10 Accessory buildings may be allowed only with the prior written consent of the Architectural Committee and subject to compliance with all zoning and other land use regulations then in effect of Summit County or any successor government entity.

4.11 No trailer, basement, tent, shack or other out buildings shall be placed upon or used at any time within the Project as a temporary or permanent residence.

4.12 All structures on any Lot shall be placed within the designated building area for such Lot as shown on the Map.

4.13 All buildings on the Property shall be placed upon and used on a Lot in accordance with the provisions of the Summit County Zoning Ordinance as the same may be amended from time to time, unless otherwise modified or restricted by this Declaration. All buildings shall be constructed from the ground up on the building sites, and all structures shall conform to the codes adopted by Summit County or its successor for residences so constructed in place. All dwellings shall be compatible with the quality of construction of existing residences.

4.14 No building shall be permitted to remain incomplete for a period in excess of one (1) year from the date the building permit was issued unless approval, in writing, is obtained from the Architectural Committee.

5. NUISANCES AND RELATED MATTERS.

5.1 No noxious or offensive activity shall be carried on upon a Lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

5.2. No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry or livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of the Project. Common household pets shall be allowed so long as such pets are not kept, bred or maintained for any commercial purpose, are restricted to the owner's control, and do not create a nuisance. Provided further that not more than two (2) such household pets shall be kept on any Lot. "Control" for the above purpose 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.

5.3 All vehicles (including but not limited to, passenger cars, light trucks, recreational vehicles, boats, snowmobiles, motor homes and trailers) shall be parked within a garage. 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 shall be regularly used. No commercial or industrial type vehicle shall be stored or parked on any lot or street except during actual use for construction on a lot or maintenance or the subdivision. Parking on all streets will be limited only to the downhill side to accommodate the fire district and their ability to move a fire truck safely through the street. Day parking will be limited to two (2) hours and night parking (2:00 a.m. - 6:00 a.m.) is strictly prohibited.

5.4 No metals, bulk materials, scrap, trash, refuse, equipment of other unsightly articles shall be permitted to remain on a Lot so as to be visible from an other Lot. Trash receptacles need to be in enclosed or in hidden areas not visible from front or side yard.

5.5 Except for signs displayed by the Declarant for the sale of Lots or Dwelling, no signs other than name plates shall be displayed to the public view on any Lot, except one sign for sale of the Lot or Dwelling. All signs shall comply with relevant governmental ordinances and regulations.

5.6 No oil or gas drilling, mining, quarrying or related operations of any kind shall be permitted on any Lot.

5.7 No rubbish shall be stored or allowed to accumulate anywhere in the Project, except in sanitary containers.

5.8 No external radio, citizen's band, ham radio or other transmitting or receiving antennas or equipment shall be placed on any structure or Lot. Provided, however, that television antennas and satellite dishes may be placed on a lot in a location to be approved by the Architectural Committee.

5.9 No swamp coolers shall be permitted. Air conditioning shall be provided only by a central air conditioning system.

5.10 An Owner shall not, by deed, plat or otherwise, subdivide tracts or parcels smaller than the whole Lot as shown on the Map, nor shall any Owner cause, suffer or permit the fee ownership of his or her Lot or Dwelling to be separated or divided into annually recurring time share units or time share units of any other duration, form or kind whatsoever.

5.11 The Association shall have authority to clean, maintain or repair any neglected or unkept property or property in poor repair at the Owner's expense after a Lot Owner has failed or refused to comply with a clean-up, maintenance or repair request. No notice by the Association shall be necessary if the condition constitutes an emergency which threatens or may threaten the safety or well being of any Lot or surrounding property. In the event that the Association must resort to this action, the owner of the neglected or unkept property will be liable for all fees and costs related to the clean-up, maintenance, or repair of that owner's property, and that owner consents to a lien which may be immediately filed by the Association on that owner's property to secure payment of any sums owing to the Association or any laborer or company doing work under this provision at the direction of the Association.

6. EASEMENTS.

Such easements and rights of way shall be reserved to the Declarant, its successors and assigns, in and over the Property and the Lots for the erection, construction, maintenance and operation of pipes, conduits, poles, wires and other means of conveying to and from Lots and Dwellings gas, electricity, power, water, telephone and telegraph services, sewage, storm drain and other things for the convenience of the Owners of Lots and the Association, as may be shown on the subdivision plat or otherwise. No structures of any kind shall be erected over any such easements without the written permission of the or the Board of Trustees.

7. SET BACKS.

7.1 All Dwellings shall be set back from any street in accordance with Summit County requirements.

7.2 No Dwelling shall be located nearer than twelve (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 building shall be located to encroach on any easements.

7.3 For the purpose of this Declaration, eaves, and steps and open porches at or below grade, 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.

7.4 Notwithstanding any provision in this Section to the contrary, if any Lot owner acquires title to two or more adjacent Lots and desires to, and does in fact construct only on structure upon such Lots, the common boundaries between such Lots shall not be deemed to be an interior Lot line within the meaning of this section. If the structure is constructed upon property consisting of two or more Lots in which such structure would violate the provisions of this Section in the absence of this exception as set forth herein, such Lots may not be redivide or conveyed separately for the purpose of creating additional building sites, nor shall construction of a second structure be commenced upon such lots.

7.5 No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the roadway property line and the line connecting them at points 25 feet from the intersection of the roadway line or, in the case of a round property corner, from the intersection of the roadway property line extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a roadway property line with the edge of a driveway or ally pavement. No trees 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.

8. DESCRIPTION OF COMMON AREAS.

The Common Areas shall mean and include those areas designated as such on the Map, including, but not limited to any utility pipes, lines or systems serving more than one Lot; and, in general, all apparatuses and installations existing for common use and all repairs and replacements of any of the foregoing.

9. OWNERSHIP OF COMMON AREAS.

Each Lot shall have an appurtenant equal undivided interest in the Common Areas, if any. Such ownership interest in the Common Areas shall have a permanent character and shall not be altered without a two-third (2/3) majority of votes cast of all Lot Owners expressed in a duly recorded amendment to this Declaration. Except as otherwise provided in this Declaration, each Owner shall be entitled to use the Common Areas in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any rules and regulations promulgated by the Association. The Common Areas shall be owned in common by all Lot Owners, with legal title in the name of the Association, and no Owner may bring an action for partition thereof except upon termination of this Declaration. Provided, however, that no Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Areas, except as to appurtenant undivided interest therein of his or her Lot.

10. HOMEOWNERS ASSOCIATION: BOARD OF TRUSTEES.

10.1 The persons or entities who are Owners of Lots within the Project (which under this amended and restated declaration shall include both plats "A" and "B") shall be members of a Utah Nonprofit Corporation, the characteristics and nature of which are determined by this Declaration, the Articles and the Bylaws. The name of the corporation and the name in which contracts shall be entered into, title to property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened and suits shall be brought and defended by the Board of Trustees or officers thereof on behalf of, or as agent for the Owners in the manner specified by the this Declaration, Articles or Bylaws is: BACK NINE AT JEREMY RANCH HOMEOWNERS ASSOCIATION.

10.2 The management and the administration of the affairs of the Association shall be conducted by a Board of Trustees consisting of three (3) natural person, all of whom shall be Owners. The Board of Trustees shall be elected as provided in the Bylaws.

10.3 The Board of Trustees shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the Declaration, the Articles and Bylaws, including, but not limited to, the following:

10.3.1 To make and enforce all rules and regulations covering the operation and maintenance of the Project.

10.3.2 To engage the services of a manager or managing company, accountants, attorneys or other employees or agents and to pay to such persons a reasonable compensation for such services, provided that the term of any such agreement for services may not exceed one (1) year, renewable by agreement of the parties for successive one year periods, and further provided that any management agreement for the Project shall be terminable by the Association upon 30 days prior written notice.

10.3.3 To operate, maintain, repair, improve and replace the Common Areas.

10.3.4 To determine and pay the Common Expenses.

10.3.5 To assess and collect the proportionate share of Common Expenses from the Owners.

10.3.6 To enter into contracts, deeds, leases and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

10.3.7 To open bank accounts on behalf of the Association and to designate the signatures therefor.

10.3.8 To purchase, hold, sell, convey, mortgage or lease any one or more Lots in the name of the Association or its designee.

10.3.9 To bring, prosecute and settle litigation for itself, the Association and the Project, provided that it shall make no settlement which results in a liability against the Board of Trustees, the Association or the Project in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) without prior approval of a majority of owners.

10.3.10 To obtain insurance for the Association with respect to the Common Areas, as well as workmen's compensation insurance if required.

10.3.11 To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the Owners, items of personal property necessary or convenient to the management of the business and affairs of the Association or for the operation of the Project, including, without limitation, furniture, furnishing, fixtures, maintenance equipment, appliances and office supplies.

10.3.12 To keep adequate books and records.

10.3.13 To do all other acts necessary for the operation and maintenance of the Project and the performance of its duties as agent for the Association, including the maintenance and repair of any portion of the Property if necessary to protect or preserve the Project.

10.4 The Board of Trustees may delegate to a manager or managing company all of the foregoing powers, duties and responsibilities referred to in Section 10.3 above except: the final determination of Common Expenses, budgets and assessments based thereon; the promulgation of rules and regulations; the power to enter into any contract involving more than Three Thousand Five Hundred Dollars (\$3,500.00) in any one fiscal year; the opening of bank accounts and the selection of signatories therefor; the power to purchase, hold, sell, convey, mortgage or lease any Lots in the name of the Association; the authority to bring, prosecute and settle litigation.

10.5 Members of the Board of Trustees, the officers and any assistant officers, agents and employees of the Association (i) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligent or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Owner or any person or entity, direct or imputed, by virtue of acts performed by them in their capacity as such, except for their own willful misconduct or bad faith, nor for act performed for them in their capacity as such; and (iv) shall have no personal liability arising out of the use, misuse or condition of the Project, which may in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

10.6 The Owners shall indemnify and hold harmless any person, his heirs and personal representatives, from and against all personal liability and all expenses, including attorneys, fees, incurred, imposed or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Owners, or any other persons or entities, to which he shall be, or shall be threatened to be, made a party by reason of the fact act that he is or was a member of the Board of Trustees or an officer or assistant officer, agent or employee of the Association, other than to the extent, if any, that such liability or expense shall be

attributable to his willful misconduct or bad faith, provided that in the case of any settlement, the Board of Trustees shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement, vote of Owners or the Board of Trustees or otherwise. The indemnification by the Owners as contained herein shall be paid by the Board of Trustees on behalf of the Owners and shall constitute a Common Expense and shall be assessed and collectible as such.

10.7 The Board of Trustees may procure appropriate fidelity bond coverage for any person or entity handling funds of the Association, including, but not limited to, employees of any manager or managing company engaged by the Board of Trustees pursuant to Subsection 10.3.2 above.

11. MAINTENANCE, ALTERATION AND IMPROVEMENT.

11.1 The maintenance, replacement and repair of the Common Areas, and all pipes, conduits, ducts, plumbing, wiring and other facilities for the furnishing of gas, power, telephone, cable television, water and sewer that service more than one Lot, shall be the responsibility of the Association, and the cost thereof shall be a Common Expense. All incidental damages caused to a Lot or Dwelling by the maintenance, replacement and repairs of the Common Areas or common utility services shall be repaired promptly and the cost thereof charged as a Common Expense.

11.2 An Owner shall be responsible to maintain, repair, replace and keep in a clean and sanitary condition, at the Owner's expense, all portions of his or her Lot, except those portions to be maintained, repaired and replaced by the Association. The Board of Trustees is authorized to adopt rules and regulations with respect to maintenance to preserve the overall aesthetic appearance of the Project.

11.3 The Board of Trustees shall have a reasonable right of entry upon any Lot to effect any emergency or other necessary maintenance, maintenance authorized by section 5.11 above, and repairs which the Owner has failed to perform and the cost of such actions shall be charged to the Owner of that Lot together with any attorney fees or collection costs to enforce or collect the same.

12. AMENDMENT.

Except as otherwise provided in this Declaration and except as prohibited by law, the provisions of this Declaration may be amended by the affirmative vote or approval and consent of Owners who own two-thirds (2/3) or more of the Lots in the Project. Any amendment so authorized shall be accomplished by recordation of an instrument executed by the Board of Trustees. In such instrument, the Board of Trustees shall certify that the vote or consent required by this Section has occurred.

13. ASSESSMENTS.

13.1 The making and collection of assessments from Owners for their share of Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:

13.1.1 Each Owner shall be liable for a proportionate share of the Common Expenses, such share being the same as the percentage of undivided interest in the Common Areas appurtenant to the Lot or Lots owned by him or her. Assessments of Common Expenses shall commence as to all Lots on the first day of the month following the closing of the first Lot sold.

13.1.2 Assessments and any installments thereof not paid on or before ten (10) days after the date when due shall bear interest at the minimum rate of fifteen percent (15%) per annum, or at such higher rate of interest as may be set by the Board of Trustees, from the date when due until paid. All payments on account shall be first applied to interest and then to the assessment payment first due.

13.1.3 There shall be a lien upon the applicable Lot for unpaid assessments which shall also secure reasonable attorney's fees and all costs and expenses, including taxes, if any, incurred by the Board of Trustees because of such a lien. The lien for assessments shall be superior (prior) to all other liens and encumbrances except assessments, liens and charges in favor of the State or any political subdivision thereof for taxes past due and unpaid on the Lot, and amounts due under duly recorded mortgages which were recorded prior to the recording of the lien for assessments. The lien for nonpayment of Common Expenses may be enforced by sale or foreclosure of the Owner's interest by the Board of Trustees or the Association, such sale or foreclosure to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In connection therewith, each Owner is hereby deemed to have given and granted a power of sale to any attorney licensed in the State of Utah and selected by the Board of Trustees to act as trustee in the event that any such lien is foreclosed in the manner provided by law for foreclosure of deeds of trust.

13.1.4 In any foreclosure of a lien for assessments, the Owner subject to the lien shall be required to pay a reasonable rental for the Lot, and the Board of Trustees shall be entitled to the appointment of a receiver to collect the same.

13.2 The Board of Trustees may include in the monthly assessments amounts representing contributions to the capital of the Association to be used for the replacement of or additions to capital items or improvements in the Project, and such amounts shall be set up as capital accounts for each Lot. In the event of transfer of a Lot, the capital account shall be deemed transferred to the transferee of the Lot.

13.3 In assessing the Owners for capital improvements to the Common Areas, there shall be no single improvement exceeding the sum of Five Thousand Dollars (\$5,000.00) made by the Board of Trustees without the same having been first voted on and approved by a majority vote of the fractional ownership interest of those present in person or by proxy at a meeting of the Association duly called for that purpose. The foregoing shall not apply to such capital improvements to the Common Areas as are necessary in the Board of Trustees' reasonable judgment to preserve or maintain the integrity of the Common Areas.

13.4 If an Owner shall at any time lease or rent his Lot or any portion thereof and shall default for a period of one month or more in the payment of assessments, the Board of Trustees may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due and the payment of such rent to the Board of Trustees shall discharge such tenant for rent due, and shall discharge the Owner for such assessments to the extent of the amount so paid.

13.5 The Board of Trustees shall handle all assessments hereunder, whether for Common Expenses or as capital contributions, so as to comply with applicable provisions of the Internal Revenue Code and the regulations adopted thereunder as well as applicable State and local tax laws and to avoid undue adverse tax consequences that might result to the Association or individual Owners.

14. VOTING.

At any meeting of the Association, each Owner, either in person or by proxy, shall be entitled to cast one vote for each Lot owned by him and two additional votes upon completion of a single family dwelling on that member's lot. Provided, however, where there is more than one record Owner of a Lot, all of such Owners must act unanimously in order to cast a vote for that Lot. For the purpose of this document, the term "completed" shall be deemed to mean any home that has received a certificate of occupancy from Summit County. Provided, however, no member shall be entitled to vote unless all assessments, together with all interest, costs and attorney's fees, penalties and other expenses, if any, properly chargeable to it and against it, first are fully paid and received by the association prior to the date fixed for the meeting.

15. ARCHITECTURAL COMMITTEE.

An Architectural Committee of the Back Nine Subdivision at the Jeremy Ranch, hereinafter the ("BNAC"), consisting of no less than three (3) and no more than five (5) members is hereby created. The members shall be appointed by a majority vote of the Board of Trustees. The Board of Trustees may fill vacancies on the BNAC and remove members thereof at its pleasure.

In addition to the functions elsewhere in the Declaration set forth, the functions of the BNAC shall be to pass upon, approve, or reject any plans or specifications for structures to be erected on lots, so that all structures shall conform to the restrictions and general plans of the Association and the BNAC for the improvement and development of the entire property. Nothing in this paragraph shall be construed as authorizing or empowering the BNAC to change or waive any restrictions which are set forth in this Declaration except as specifically provided herein. The BNAC may act only by the majority vote of a quorum of its members and any authorization, approval or power made by the BNAC must be in writing, and signed by at least two (2) members. The decisions of the BNAC may be appealed to the Board of Trustees by action taken in writing within thirty (30) days of denial or other adverse action by the BNAC.

16. (DELETED)

17. ARCHITECTURAL AND STRUCTURAL CONTROL.

A separate document entitled "Architectural Guidelines" lists, in additional detail, guidelines and restrictions for all construction and landscaping. With the Board of Trustees approval, these guidelines may be revised from time to time.

17.1 Approval Required. No building or structure, fence, landscaping plan, including a tennis court or swimming pool, shall be erected, remodeled or placed on any Lot without the prior written approval of the BNAC as to location, height, design and harmony with existing structures. The BNAC may withhold their approval if exclusively within their judgment, that approval should be withheld. In addition to any other protection already herein, the Owners agree to indemnify and protect the members of the BNAC from any claims or causes of action based on the actions of the BNAC individuals acting in their BNAC capacity save gross negligence.

17.2 Architectural Guidelines. The following architectural guidelines shall apply to all Lots on the Property:

(a) Exterior Materials. The exterior material of all homes shall be either wood, stucco, brick, stone or similar materials.

(b) Roof and Roofing Materials. The principle roof over each dwelling shall maintain at least a four-to-twelve pitch. Wood shake shingles or architectural grade asphalt shingles having at least a 30 year guarantee may be used. All other roofing materials must be approved by the BNAC prior to installation. Asphalt shingles must meet or exceed the specifications of the GAF "Timberline" series with an approximate weight of 290 pounds. Three tab shingles are prohibited.

(c) Landscaping. No landscaping shall be started on a Lot nor any planting of trees take place until the plans and specifications therefore have been first approved in writing by the BNAC. Landscaping must be commenced within one month of the date the house is ready for occupancy (or by July 31 of the following year if a house is ready for occupancy after October 1) and must be completed in a manner sufficient to stabilize the site to within one year of the date the house is approved for occupancy.

Each lot is allocated .76 acre feet of water per year. Several water conserving techniques including waterless landscaping, zeroscaping, and trickle systems will be encouraged. Lawn areas over 6000 sq. ft.

are discouraged. A lot owner will be charged for water usage up and above the .76 acre ft. per year allocated to the lot.

(d) Fencing. Fences are generally discouraged. Provided, however, the Board of Trustees shall be empowered to establish in the Architectural Guide regulations regarding perimeter fencing as well as golf ball barriers and sport court fencing. Such regulations shall serve to protect view corridors and minimize obstructions to the open, natural landscape.

(e) Fireplaces and Wood Burning Devices. All fireplaces and wood burning devices shall meet minimum Environmental Protection Agency guidelines.

(f) Retaining Walls. All retaining walls must be approved by the BNAC. The BNAC will not be required to approve the use of unfaced concrete retaining walls. The BNAC will encourage the use of rock-faced walls and walls screened by vegetation. Railroad ties and large rocks may be used for landscaping purposes.

(g) Site Plan. The direction which homes on Lots shall face must be approved by the BNAC. Lot Owners must determine the depth and location of the sewer in consultation with the appropriate Sewer District prior to designing their exterior house elevations.

(h) (DELETED)

(i) Architectural Design. All dwellings shall be compatible with and in harmony with existing homes and the natural beauty of the land surrounding the Project. Strictly rectangular or square structures shall not be permitted. English Tudor, French Chateau, A-Frames, Victorian and Colonial homes are strongly discouraged as they are not harmonious with the mountain setting and overall theme of the Jeremy Ranch. Log homes and log cabins are discouraged. However, homes that incorporate log wood into their designs and continue to uphold the high standards of the subdivision will be considered. Mansard roofs and geodesic domes are prohibited. No House plan may be built more than once in the Project. No two dwellings may have substantially identical exteriors.

(j) Construction Plans and Drawings. Prior to obtaining approval from the BNAC, a set of final "to be constructed" plans and drawings must be submitted to the BNAC.

(k) Prohibition Against Soil Erosion and Runoff. It shall be the responsibility of the Lot Owner to direct site work relative on his or her Lot so as to minimize erosion and runoff. Construction shall be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring property or into the storm drainage system. All construction shall comply with the provisions of the appropriate chapter of the Uniform Building Code. Lot Owners shall comply with the provisions of the appropriate chapter of the Uniform Building Code. Lot Owners shall cause all construction to take place in a good and workmanlike fashion so as not to impair other construction or the natural drainage.

17.3 Building Permit Procedure. No Lot Owner will be eligible to obtain a building permit from Summit County until such time as he or she has submitted to the BNAC:

(a) A completed application for approval of construction plans and drawings on a form to be provided by the BNAC. On each application, the builder and Lot Owner must sign an acknowledgment stating that they have read and will comply with all covenants and guidelines set forth herein and that they will accept financial responsibility for any costs incurred as a result of failure to build in accordance with the covenants, guidelines and approved plans, including court costs and attorney's fees.

(b) Construction plans and drawings as provided for herein as well as a design for impervious run off which is, in the sole opinion of the BNAC, adequate to control drainage from the Lot.

At such time as the BNAC has approved the plans and drawings, as well as the design for impervious run off, the BNAC will then notify the Lot Owner in writing of his or her authorization to obtain a building permit. In the event the BNAC 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 these covenants requiring approval by the BNAC shall be deemed to have been complied with fully.

18. ARCHITECTURAL PROCEDURE.

The BNAC approval or disapproval shall be in writing. All decisions of the BNAC shall be final, subject to appeal to the Board of Trustees as set forth in section 15 herein, and neither the BNAC nor its designated representative shall be subject to any liability therefor. Any errors or omission in the design of any building or landscaping, and any violations of Summit County ordinances are the sole responsibility of the Lot Owners and/or their designer or architect. The BNAC review of plans shall in no way be construed as an independent review of the structural or mechanical adequacy if the buildings or architectural soundness thereof, and the BNAC shall have no responsibility for a determination of such adequacy or soundness. Any authorization or approval granted by the BNAC shall remain effective for a period of six (6) months from the date of approval.

19. ADDITIONAL COVENANTS.

19.1 **Drainage Swail.** Each lot owner will be responsible to construct and maintain an ingress driveway over the drainage swail. This passage will be constructed in such a way as to utilize native rock, or other product if approved by the BNAC, to maintain proper design appeal. The crossings must be approved by the BNAC. Each lot owner shall repair any cracks or breaks in the driveway within a reasonable time after receiving notification to do so from the BNAC. The drainage swails shall be maintained by the owners whose lots abut the same.

19.2 **Enforcement.** No dwelling, improvement or other structure or building shall be constructed or maintained on a Lot until a permit or written approval therefor is obtained from Summit County. The granting of a permit or approval by Summit County with respect to any matters shall not bind or otherwise affect the power of the BNAC to refuse to approve any such matter not in accordance with the provisions of this Declaration. The Lot Owners hereby agree that the Board of Trustees and/or Summit County may institute in its own name any suit or suits necessary in order to obtain a decree for specific performance or any restraining order necessary under any covenant or agreement contained in this Declaration. Should any action be brought by the Association, Trustees or BNAC to enforce any provision of this Declaration or any regulations related thereto, the prevailing party shall be entitled to its costs and attorney fees whether incurred with or without a lawsuit.

20. ACCEPTANCE OF RESTRICTIONS

By acceptance of contracts or deeds for a Lot or Lots or any portion thereof, all purchasers of Lots shall be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements in this Declaration and shall be bound thereby.

21. VIOLATIONS OF RESTRICTIONS; PENALTIES.

Each Owner shall strictly comply with the provisions of the Declaration, the Articles, the Bylaws and the rules and regulations of the Association. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both maintainable by Declarant the Board of Trustees or its agent or designee on behalf of the Owners, or in an appropriate case, by an aggrieved Owner. Violation of any of the restrictions, conditions, covenants or agreements herein contained shall also give the Board of Trustees or the Declarant, its successors and assigns, the right to enter upon any portion of the Property

where such violation or breach exists, and to summarily abate and remove at the expense of the Owner, any erection, thing or condition that may be existing thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive. Should any action be brought by the Association, Trustees or BNAC to enforce any provision of this Declaration or any regulations related thereto, the prevailing party shall be entitled to its costs and attorney fees whether incurred with or without a lawsuit.

22. NO WAIVER.

The failure of the Owners, the Association, the Board of Trustees, the BNAC or their agents or designees to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, the Articles, the Bylaws or any rules and regulations promulgated by the Board of Trustees, to exercise any right or option herein contained, to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Association, the Board of Trustees or their agents or designees of the payment of any assessment from a Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Association or the Board of Trustees of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Trustees.

23. SEVERABILITY.

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

24. CAPTIONS.

The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

25. LAW CONTROLLING.

This Declaration, the Map, the Articles and the Bylaws shall be construed under and controlled by the laws of the State of Utah.

26. EFFECTIVE DATE.

This Declaration shall take effect when recorded.

27. 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; therefore, these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a two-thirds (2/3) majority of the then Owners of the Lots has been recorded, agreeing to change the covenants in whole or in part.

IN WITNESS WHEREOF the undersigned has executed this instrument this 31 day of January,
2000.

Debbie Sherman
TRUSTEE
Don Swanson
TRUSTEE

Peggy B. Nelson
TRUSTEE
Max Greenhalgh
TRUSTEE

STATE OF UTAH

COUNTY OF SUMMIT

On the 31 day of January, 2000, personally appeared before me Debbie Sherman, Don Swanson, Peggy Nelson, and Max Greenhalgh, who being by me duly sworn, did say that they are Trustees of the Back Nine At Jeremy Ranch Homeowners Association and that the within and foregoing instrument was signed in behalf of the Association with authority.

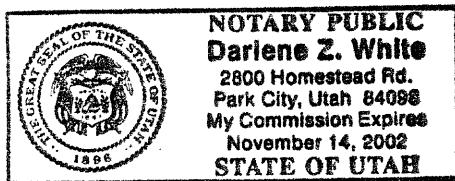
My Commission Expires:

11-14-02

Darlene Z. White

NOTARY PUBLIC

Residing At: Summit County



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Plat A-1

LEGAL DESCRIPTION

Beginning at a point on the South right-of-way line of "Daybreaker Drive" (a 60.00 foot public Street) as recorded as a part of "Jeremy Ranch Plat 4" in Entry Number 229948 in the office of the Summit County Recorder, said point being North 3058.69 feet and South 89 deg 40 min 38 sec East 951.11 feet from the Southwest corner of Section 1, Township I South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah; and running thence northwesterly along a 821.29 foot radius curve to the right, center bears North 01 deg 20 min 00 sec West, 237.95 feet through a central angle of 16 deg 36 min 00 sec: thence along said right-of-way line North 74 deg 44 min 00 sec West 683.46 feet to a point on a 1030.00 foot radius curve to the right, center bears North 15 deg 16 min 00 sec East: thence along said right-of-way line and the arc of said curve 115.97 feet through a central angle of 06 deg 27 min 04 sec to a point on a 470.00 foot radius curve to the left, center bears South 21 deg 43 min 04 sec West: thence along said right-of-way line and the arc of said curve 171.60 feet through a central angle of 20 deg 55 min 08 sec to a point on a 170.00 foot radius curve to the left, center bears South 00 deg 47 min 56 sec West: thence along said right-of-way line and the arc of said curve 115.12 feet through a central angle of 38 deg 47 min 56 sec: thence along said right of way line South 52 deg 00 min 00 sec West 127.67 feet to a point on a 230.00 foot radius curve to the right, center bears North 38 deg 00 min 00 sec West: thence along said right-of-way line and the arc of said curve 280.07 feet through a central angle of 69 deg 46 min 11 sec to a point on a 570.00 foot radius curve to the left, center bears South 31 deg 46 min 11 sec West: thence along said right-of-way line and the arc of said curve 291.35 feet through a central angle of 29 deg 17 min 10 sec to a point on a 1970.00 foot radius curve to the left, center bears South 02 deg 29 min 01 sec West: thence along the arc of said curve 343.27 feet through a central angle of 09 deg 59 min 01 sec: thence South 82 deg 30 min 00 sec West 570.00 feet to a point on a 1030.00 foot radius curve to the right, center bears North 07 deg 30 min 00 sec West: thence along the arc of said curve 98.35 feet through a central angle of 05 deg 28 min 16 sec to a point on a 2470 foot radius curve to the left, center bears South 02 deg 01 min 44 sec East: thence along the arc of said curve 304.73 feet through a central angle of 07 deg 04 min 08 sec: to a point on a 530.00 foot radius curve to the right, center bears North 09 deg 05 min 52 sec West: thence along the arc of said curve 148.37 feet through a central angle of 16 deg 02 min 22 sec: thence South 06 deg 56 min 30 sec West 5.09 feet to a point on the Northerly boundary line of Parcel 4C, "The Jeremy Ranch Golf Course Boundary Survey" as recorded in Entry No. S361 in the Summit County Recorders office; thence along said boundary South 48 deg 53 min 15 sec West 198.09 feet to a point on the northerly boundary of Parcel 4 of said survey: thence along said boundary North 69 deg 46 min 00 sec West 507.00 feet: thence along said boundary North 30 deg 20 min 00 sec West 668.00 feet; thence along said boundary North 45 deg 24 min 00 sec West 326.51 feet: thence North 44 deg 36 min 00 sec East 112.78 feet: thence North 25 deg 12 min 00 sec East 60.00 feet: thence South 64 deg 48 min 00 sec East 537.00 feet to a point on a 280.00 foot radius curve to the right, center bears South 25 deg 12 min 00 sec West: thence along the arc of said curve 218.93 feet through a central angle of 44 deg 48 min 00 sec: thence South 20 deg 00 min 00 sec East 243.54 feet to a point on a 470.00 foot radius curve to the left, center bears North 70 deg 00 min 00. sec East: thence along the arc of said curve 648.84 feet through a central angle of 79 deg 05 min 52 sec to a point on a 2530.00 foot radius curve to the right, center bears South 09 deg 05 min 52 sec East: thence along the arc of said curve 312.14 foot through a central angle of 07 deg 04 min 08 sec to a point on a 970.00 foot radius curve to the left, center bears North 02 deg 02 min 44 sec West: thence along the arc of said curve 92.62 feet through a central angle of 05 deg 28 min 16 sec: thence North 82 deg 30 min 00 sec East 570.00 feet to a point on a 2030.00 foot radius curve to the right, center bears South 07 deg 30 min 00 sec East: thence along the arc of said curve 353.72 feet through a central angle of 09 deg 59 min 01 sec to a point on a 630.00 foot radius curve to the right, center bears South 02 deg 29 min 01 sec West: thence along the arc of said curve 322.02 feet through a central angle of 29 deg 17 min 10 sec to a point on a 170.00 foot radius curve to the left, confer bears North 31 deg 46 min 11 sec East: thence along the arc of said curve 207.01 feet through a central angle of 69 deg 46 min 11 sec: thence North 52 deg 00 min 00 sec East 127.67 feet to a point on a 230.00 foot radius curve to the right, center bears South 38 deg 00 min 00 sec East: thence along the arc of said curve 155.75 feet through a central angle of 38 deg 47 min 56 sec to a point on a 530.00 foot radius curve to the right center bears South 00 deg 47 min 56 sec West thence along the arc of sold curve 193.51 feet through a central angle of 20 deg 55 min 08 sec to a point on a 970.00 foot radius curve to the left, center bears North 21

deg 43 min 04 sec East: thence along the arc of said curve 109.22 feet through a central angle of 06 deg 27 min 04 sec: thence South 74 deg 44 min 00 sec East 683.46 feet to a point on a 761.29 foot radius curve to the left, center bears North 15 deg 16 min 00 sec East: thence along the arc of said curve 220.57 feet through a central angle of 16 deg 36 min 00 sec to a point on the North right-of-way line of Daybreaker Drive, a part of the aforesaid "The Jeremy Ranch Plat 4": thence along said boundary South 01 deg 20 min 00 sec East 60.00 feet to the point of beginning.

Plat: A-2

Beginning at a point on the South right-of-way line of "Daybreaker Drive" (a 60.00 foot public Street) as recorded as a part of "Back Nine Subdivision Plat A-1 of 3" in the office of the Summit County Recorder, said point being North 3265.15 feet and West 829.47 feet from the Southeast corner of Section 2, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah: and running thence South 41 deg 15 min 15 sec West 191.39 feet: thence South 29 deg 14 min 56 sec West 157.58 feet: thence South 45 deg 35 min 54 sec West 161.42 feet: thence South 20 deg 33 min 17 sec West 121.84 feet to a point on the Northerly boundary line of Parcel 4C, "The Jeremy Ranch Golf Course Boundary Survey" as recorded in Entry No. S361 in the Summit County Recorders office: thence along said boundary South 78 deg 28 min 04 sec West 414.35 feet: thence along said boundary South 40 deg 31 min 42 sec West 160.96 feet to a point on the northerly boundary of Parcel 4B of said survey: thence along said boundary North 43 deg 04 min 40 sec West 240.93 feet: thence along said boundary North 45 deg 30 min 05 sec West 189.62 feet: thence along said boundary North 50 deg 19 min 45 sec West 271.75 feet: thence along said boundary North 60 deg 49 min 10 sec West 244.54 feet to a point on the east boundary line of Back Nine Subdivision Plat A-I of 3: thence North 06 deg 56 min 30 sec East 5.09 feet to the South right-of-way line of said Daybreaker Drive: thence Northeasterly along said right-of-way line and a 530.00 foot radius curve to the left, center bears North 06 deg 56 min 30 sec East, 148.37 feet through a central angle of 16 deg 02 min 22 sec to a point on a 2470.00 foot radius curve to the right, center bears South 09 deg 05 min 52 sec East: thence along said right-of-way and the arc of said curve 304.73 feet through a central angle of 07 deg 04 min 00 sec to a point on a 1030.00 foot radius curve to the left, center bears North 02 deg 01 min 44 sec West: thence along said right-of-way line and along the arc of said curve 98.35 feet through a central angle of 05 deg 28 min 16 sec: thence along said right-of-way North 82 deg 30 min 00 sec East 570.00 feet to a point on a 1970.00 foot radius curve to the right, center bears South 07 deg 30 min 00 sec East: thence along said right-of-way and the arc of said curve 343.27 feet through a central angle of 09 deg 59 min of sec to a point on a 570.00 foot radius curve to the right, center bears South 02 deg 29 min 01 sec West: thence along said right-of-way and the arc of said curve 139.43 feet through a central angle of 14 deg 00 min 56 sec to the point of beginning.

Plat: A-3

Beginning at a point on the North right-of-way line of "Daybreaker Drive" (a 60.00 foot public Street) as recorded as a part of "Back Nine Subdivision Plat A-1 of 3" in the office of the Summit County Recorder, said point being North 3118.67 feet and South 89 deg 40 min 38 sec East 949.71 feet from the Southwest corner of Section 1, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah: and running thence northwesterly along a 761.29 foot radius curve to the right, center bears North 01 deg 20 min 00 sec West, 220.57 feet through a central angle of 16 deg 36 min 00 sec: thence along said right-of-way line North 74 deg 44 min 00 sec West 683.46 feet to a point on a 970.00 foot radius curve to the right, center bears North 15 deg 16 min 00 sec East: thence along said right-of-way line and the arc of said curve 109.22 feet through a central angle of 06 deg 27 min 04 sec to a point on a 530.00 foot radius curve to the left, center bears South 21 deg 43 min 04 sec West: thence along said right-of-way line and the arc of said curve 193.51 feet through a central angle of 20 deg 55 min 08 sec to a point on a 230.00 foot radius curve to the left, center bears South 00 deg 47 min 56 sec West: thence along said right-of-way line and the arc of said curve 155.75 feet through a central angle of 38 deg 47 min 56 sec: thence along said right of way line South 52 deg 00 min 00 sec West 127.67 feet to a point on a 170.00 foot radius curve to the right, center bears North 38 deg 00 min 00 sec West: thence along said

right-of-way line and the arc of said curve 207.01 feet through a central angle of 69 deg 46 min 11 sec to a point on a 630.00 foot radius curve to the left, center bears South 31 deg 46 min 11 sec West: thence along said right-of-way line and the arc of said curve 322.02 feet through a central angle of 29 deg 17 min 10 sec to a point on a 2030.00 foot radius curve to the left, center bears South 02 deg 29 min 01 sec West; thence along said right-of-way line and the arc of said curve 222.68 feet through a central angle of 06 deg 17 min 06 sec; thence North 03 deg 48 min 06 sec West 145.46 feet: thence North 87 deg 47 min 57 sec East 401.53 feet: thence North 63 deg 54 min 08 sec East 298.62 feet: thence South 88 deg 06 min 25 sec East 349.08 feet: thence North 73 deg 34 min 42 sec EAST 300.67 feet: thence South 85 deg 30 min 22 sec East 829.38 feet: thence South 01 deg 20 min 00 sec East 383.86 feet to a point on the westerly boundary line of "The Jeremy Ranch Plat 4" an existing subdivision as recorded in the office of the Summit County Recorder; thence along said boundary South 01 deg 20 min 00 sec East 148.85 feet to a point of beginning.

Plat B-1

Beginning at a point on the North right-of way line of Daybreaker Drive (a 60.00 foot public street) as recorded as a part of "Back Nine Subdivision Plat A-1 of 3" in the Summit County Recorders office (also being on the southwest corner of "Back Nine Subdivision Plat A-3 of 3), said point being North 3345.48 feet and West 1186.57 feet from The Southeast Corner of Section 2, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah: and running thence westerly 131.04 feet along the arc of a 2030.00 foot radius curve to the left (center-bears South 03 deg 48 min 05 sec East with a central angle of 03 deg 41 min 55 sec) along said right of way line;
 thence South 82 deg 30 min 00 sec West 570.00 feet along said line;
 thence westerly 92.62. feet along the arc of a 970.00 foot radius curve to the right (center bears North 07 deg 30 min 00 sec west with a central angle of 05 deg 28 min 16 sec) along said line;
 thence westerly 312.14 feet along the arc of a 2530.00 foot radius curve to the left (center bears South 02 deg 04 min 08 sec East) along said line;
 thence northwesterly 648.84 feet along the arc of a 470.00 foot radius curve to the right (center bears North 09 deg 05 min 52 sec West with central angle of 79 deg 05 min 52 sec) along said line;
 thence North 20 deg 00 min 00 sec West 243.54 feet along said line;
 thence northwesterly 218.93 feet along the arc of a 280.00 foot radius curve to the left (center bears South 70 deg 00 min 00 sec West with a central angle of 44 deg 48 min 00 sec) along said line;
 thence leaving said right of way line North 55 deg 30 min 41 sec East 214.69 feet;
 thence South 52 deg 17 min 57 sec East 206.87 feet;
 thence North 74 deg 29 min 05 sec East 461.56 feet;
 thence South 50 deg 01 min 28 sec East 483.67 feet;
 thence South 42 deg 43 min 04 sec East 332.67 feet;
 thence hence North 87 deg 47 min 57 sec East 450.33 feet to the northwest corner of said Back Nine Subdivision Plat A-3 of 3;
 thence South 03 deg 48 min 06 sec East 145.56 feet along the west line of said subdivision to the point of beginning.

Plat B-2.

Beginning at a point on the south right of way line of Daybreaker Drive (a 60.00 foot public street) as recorded as a part of "Back Nine Subdivision Plat A-1 of 3", in the Summit County Recorders office, said point being North 3330.99 feet and West 190.98 feet from from the Southeast Corner of Section 2, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah: and running thence South 09 deg 56 min 35 sec West 161.19 feet;
 thence South 09 deg 12 min 23 sec West 28.43 feet;
 thence South 29 deg 27 min 36 sec West 175.10 feet;
 thence South 45 deg 52 min 16 sec West 156.76 feet;
 thence South 17 deg 37 min 56 sec West 116.79 feet;

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thence South 00 deg 44 min 28 sec West 143.63 feet to the north line of parcel 4d of "The Jeremy Ranch Golf Course Boundary Survey" as recorded in the Summit County Recorders office; thence North 89 deg 15 min 31 sec West 199.01 feet along the said north line; thence North 76 deg 36 min 35 sec West 547.35 feet along said line to the southeast corner of "Back Nine Subdivision Plat A-2 of 3" as recorded in the Summit County Recorders office; thence North 20 deg 33 min 17 sec East 121.84 feet along said east line; thence North 45 deg 35 min 54 sec East 161.42 feet along said east line; thence North 29 deg 14 min 56 sec East 157.38 feet along said east line; thence North 41 deg 15 min 15 sec East 191.39 feet along said east line to the south right of way of said Daybreaker Drive; thence southeasterly 151.88 feet along the arc of a 570.00 foot radius curve to the right (center bears South 16 deg 30 min 10 sec West with a central angle of 15 deg) along said right of way line; thence easterly 280.07 feet along the arc of a 230.00 foot radius curve to the left (center bears North 31 deg 46 min 11 sec East with a central angle of 69 deg 46 min 11 sec) along said right of way line; thence North 52 deg 00 min 00 sec East 127.67 feet along said right of way line; thence easterly 115.12 feet along the arc of a 170.00 foot radius curve to the right (center bears South 38 deg 00 min 00 sec East with a central angle of 38 deg 47 min 56 sec) along said right of way line; thence easterly 29.89 feet along the arc of a 470.00 foot radius curve to the right (center bears South 00 deg 47 min 56 sec West with a central angle of 03 deg 38 min 38 sec) along said right of way line to the point of beginning.

Plat B-3:

Beginning at a point on the south right of way line of Daybreaker Drive (a 60.00 foot public street) as recorded as a part of "Jeremy Ranch Plat 4" in Entry Number 229948 in the Summit Country Recorders office, said point being South 89 deg 40 min 38 sec East 931.11 feet and North 3058.69 feet from the Southeast Corner of Section 2, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah; and running

thence South 01 deg 20 min 00 sec East 152.81 feet along the west line of said existing subdivision; thence South 20 deg 36 min 33 sec West 114.62 feet along said west line; thence South 36 deg 41 min 00 sec West 145.50 feet along said west line; thence South 16 deg 49 min 00 sec West 145.50 feet along said west line; thence South 03 deg 03 min 00 sec East 145.50 feet along said west line; thence South 22 deg 55 min 00 sec East 145.50 feet along said west line; thence South 42 deg 47 min 00 sec East 145.50 feet along said west line; thence South 62 deg 39 min 00 sec East 145.50 feet along said west line; thence South 73 deg 45 min 00 sec East 90.11 feet along said west line; thence North 32 deg 52 min 00 sec East 139.99 feet along said line to the west line of Sackett Drive (a 70.00 foot public street) as recorded as a part of said Jeremy Ranch Plat 4; thence southeasterly 231.16 feet along the arc of a 220.25 foot radius curve to the right (center bears South 32 deg 52 min 00 sec West with a central angle of 60 deg 08 min 00 sec) along said west line; thence South 03 deg 00 min 00 sec West 373.03 feet along said west line to a point on the North boundary line of Parcel 4-1, "The Jeremy Ranch Golf Course Boundary Survey" as recorded in the Summit County Recorders office; thence North 87 deg 00 min 00 sec West 44.81 feet along said north line to a point on the north line of Parcel 4-F of said survey; thence North 37 deg 06 min 25 sec West 371.44 feet a long said line to a point on the north line of Parcel 4-E of said survey; thence North 49 deg 33 min 11 sec West 441.00 feet along said north line; thence North 59 deg 23 min 09 sec West 422.61 feet along said north line; thence North 69 deg 13 min 05 sec West 219.42 feet along said line to a

point on the north line of Parcel 4-D of said survey;
thence North 59 deg 26 min 24 sec West 269.72 feet along said north line;
thence North 89 deg 15 min 31 sec West 374.92 feet along said north line to the southeast corner
of Back Nine Subdivision Plat B-2 of 3 as recorded in the Summit County Recorders office;
thence North 00 deg 44 min 28 sec East 143.63 feet along the east line of said subdivision;
thence North 17 deg 37 min 56 sec East 116.79 feet along said east line;
thence North 45 deg 52 min 16 sec East 156.76 feet along said east line;
thence North 29 deg 27 min 36 sec East 175.10 feet along said east line;
thence North 09 deg 12 min 23 sec East 28.43 feet along said east line;
thence North 09 deg 56 min 35 sec East 161.19 feet along said east line to the south right of way line of
said Daybreaker Drive;
thence easterly 141.71 feet along the arc of a 470.00 foot radius curve to the right (center bears South
04 deg 26 min 33 sec West with a central angle of 17 deg 16 min 31 sec) along said right of way line;
thence easterly 115.97 feet along the arc of a 1030.00 foot radius curve to the left (center bears North 21
deg 43 min 04 sec East with a central angle of 06 deg 27 min 04 sec) along said right of way line;
thence South 74 deg 44 min 00 sec East 683.46 feet along said right of way line;
thence easterly 237.95 feet along the arc of a 821.29 foot radius curve to the left (center bears North 15
deg 16 min 00 sec East with a central angle of 16 deg 36 min 00 sec) along said right of way line
to the point of beginning.

00568820 Bk01325 Pg00496

EXHIBIT B**Plat A****VOTING MEMBERS**

Gary Knight, Trustee--lot 11
3125 Eldridge St.
Salt Lake City, Utah 84115-3415

Ellen Guthrie--lot 4, 12
9359 Back Nine Circle
Park City, Utah 84098

Donald G. Swanson--lots 13 & 14
3455 Daybreaker Dr.
Park City, Utah

Harley and Marquerite Adair--lot 15
3824 Pack Saddle Circle
Park City, Utah 84098

Robert and Kimberly Islid--lot 16
3419 Daybreaker Dr.
Park City, Utah 84098

David and Jane Schaffner--lot 2
P.O. Box 4379
Park City, Utah 84060-4379

David Wichmann--lot 3
1216 Loma Dr.
Hermosa Beach, Ca. 90254-3814

Jeffrey and Gene Dye--lot 7
9325 Daybreaker Dr.
Park City, Utah 84098

Micheal Delucia--lot 9
261 E. Broadway Suite 300
Salt Lake City, Utah 84111-2463

Carl and Kay Redlin--lot 17
1201 Lucky John Dr.
Park City, Utah -6909

Elizabeth Oblad Sonne, Trustee--lot 18
1415 So. Roxbury Rd.
Salt Lake City, Utah 84108

J and S Investment Company Ltd.--lot 19
c/o James Gardner
5465 Bromley Dr.
Oak Park, Ca. 91317

Carl and Vanessa Lsurella, Trustees--lot 20
3363 Niblick Dr.
Park City, Utah 84098-5889

Micheal Kriby--lot 21
P.O. Box 299
Rancho Stanta Fe, Ca. 92067-0299

Thomas Moore--lot 22
11342 Farlin St.
Los Angeles, Ca. 90049-3014

Robert Dunlap--Trustee--lot 24
22 E. Churchill Dr.
Salt Lake City, Utah 84103-2266

Timothy and Jillian Smith--lot 25
3293 Niblick Dr.
Salt Lake City, Utah 84098-5890

Lawrence Taylor--lot 27
3731 Saddleback Rd.
Park City, Utah 84098-4806

Nickolas and Patricia Amabelle--lot 30
3223 Niblick Dr.
Park City, Utah 84098

Robert and LeeAnn Mitchell--lot 45
3209 Daybreaker Dr.
Park City, Utah 84098

David and Polly Tsai--Trustees--lot 46
3195 Daybreaker Dr.
Park City, Utah 84098

Albert Barbosa--lot 48
2995 Daybreaker Dr.
Park City, Utah 84098

Josesph and Rhonda Parise--lot 49
3180 Daybreaker Dr.
Park City, Utah 84098

Craig and Debbie Sherman--lot 51
3120 Daybreaker Dr.
Park City, Utah 84098

Richard and Andrea Heil--lot 53
3080 Daybreaker Dr.
Park City, Utah 84098

James and Carolyn Suchala--lot 55
3018 Daybreaker Dr.
Park City, Utah 84098

Larry Bearg--lot 56
c/o Planet Organics
915 Cole St. # 172
San Francisco, 94117

Bill and April Wilsey--lot 57
P.O. Box 3576
Park City, Utah 84060

David Thornton--lot 59
6257 Madre Avenue
San Diego, 92120

Steven and Jennifer Rusk--lot 60
2918 Daybreaker Dr.
Park City, Utah 84098

John and Mary LaFata--lot 44
3323 Daybreaker Dr.
Park City, Utah 84098

Alan and Laura Flake--lot 61
2898 Daybreaker Dr.
Park City, Utah 84098

John and Jaunita Schuster--lot 63
1531 3rd St.
Manhattan Beach, Ca. 90266

Robert Burgener--lot 34
3294 Niblick Court
Park City, Utah 84098

Bradley and Shauna Armstrong--lot 36
3326 Niblick
Park City, Utah 84098

Max and Sherree Greenhalgh--lot 38
3015 Daybreaker Dr.
Park City, Utah 84098

Bradley and Dandra Goulding--lot 39
P.O. Box980275
Park City, Utah 84098

David and Cynthia Ostler--lot 40
3323 Daybreaker Dr.
Park City, Utah 84098

Alan Martz--lot 41
10657 Heritage Hills Dr.
Las Vegas, Ne 89134

George and Nancy Dennis--lot 42
3287 Daybreaker Dr.
Park City, Utah 84098

Plat B

Steve and Julie Hatch--lot 105
3296 Daybreaker Dr.
Park City, Utah 84098

Reid and Cynthia Kellum--lot 106
P. O. Box 981838
Park City, Utah 84098

Mathew and Susan Weaver--lot 109
3380 Daybreaker Dr.
Park City, Utah 84098

Robert and Fatima Doman--lot 111
3432 Daybreaker Dr.
Park City, Utah 84098

Scott Lemley--lot 113
3478 Daybreaker
Park City, Utah 84098

Paul and Sally Boyer--lot 114
3504 Daybreaker Dr.
Park City, Utah 84098

Raymon Anchustegui--lot 115
3528 Daybreaker
Park City, Utah 84098

Andrew Heiner, Trustee--lots 85, 87
2935 Daybreaker Dr.
Park City, Utah 84098

Walter and Brenda Durden--lot 89
2975 Daybreaker Dr.
Park City, Utah 84098

Albert and Wendy Barbosa--lot 90
2995 Daybreaker Dr.
Park City, Utah 84098

William and Rebecca Orrison--lot 79
3043 Wedge Circle
Park City, Utah 84098

Dale and Rebecca Gledhill--lot 72
9235 Sandtrap Court
Park City, Utah 84098

Max and Sherree Greenhalgh--lots 94, 91, 75
3015 Daybreaker Dr.
Park City, Utah 84098

Michael and Yolonda Schofield--lot 95
3125 Daybreaker Dr.
Park City, Utah 84098

Thomas and Rebecca Fredrick--lot 96
2289 E. 900 So.
Salt Lake City, 84108

David and Karen Doust--lot 97
9266 Par Court
Park City, Utah 84098

Thomas and Paula Robb--lot 82
3008 Wedge Circle
Park City, Utah 84098

Delay and Marsha Olsen--lot 83
9795 Redden Rd.
Park City, Utah 84098

Randy and Dannielle Gerth--lot 84
2968 Wedge Circle
Park City, Utah 84098

Michael and Peggy Nelson--lot 98
9246 No. Par Court
Park City, Utah 84098

Gil and Tamara Aglaure--lot 64
3705 Lariat Road
Park City, Utah 84098

Ronald and Sharon Broadwater--lot 66
2855 Daybreaker Dr.
Park City, Utah 84098

Katherine Holt--lot 80
P.O. Box 3328
Park City, Utah 84098

Don and Karen Saba--lot 73
1629 N. Lakeshore Dr.
Sarasota, Fl. 34231

Charles and Barbara Gates--lot 86
9302 Sandtrap Court
Park City, Utah 84098

Mark and Lisa Estabrook, Trustees--lot 92
2233 Esat 10260 South
Sandy, Utah 84092

Bernard Dingman--lot 100
9245 Par Court
Park City, Utah 84098

Frank Padan Jr.--lot 101
P. O. Box 1937
Park City, Utah 84098

Terry Frank C.O. Cliff Holt--lot 102
P. O. Box 3328
Park City, Utah 84060--3328

Michael Ferranti--lot 78
3023 Wedge Circle
Park City, Utah 84098

Michael and Katherine Dougherty--lot 93
3097 Daybreaker Dr.
Park City, Utah 84098

Tricia and Jeffrey Peterson--lot 74
9285 Sand Trap Court
Park City, Utah 84098

Kevin and Ilstrup Strait--lot 74
2815 Daybreaker Dr.
Park City, Utah 84098

Tetra Corporation Services Corporation Inc.--lot 77
6925 Union Park Ave, Suite 520
Midvale, Utah 84047