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***Jeremy Ranch Owners Association  
Community Architectural Design Guide***

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# ***Jeremy Ranch Owners Association***

## ***Community Architectural Design Guide***

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**COMMUNITY ARCHITECTURAL DESIGN GUIDE  
Jeremy Ranch Subdivision  
Plats A, B, 1, 2, 3, 4, & 5**

**Amended and Effective March 16, 2004  
This Design Guide supersedes all previous guidelines.**

**1. PURPOSE OF GUIDE AND AMENDMENT**

This Community Architectural Design Guide (hereinafter referred to as the "Design Guide") was amended to take the place of the previous document titled "Architectural Guidelines" of the Jeremy Ranch Owners Association (hereafter referred to as the "Association") which has been a non-profit organization for more than fifteen years. The Board of Trustees (hereafter referred to as the "BOT") felt the need to update the document to help protect lot/homeowner's (hereafter referred to as the "Owner/s" or "Member/s") investments by providing a more accurate and detailed Design Guide for reviewing remodels, additions, and the construction of the last 96 homes of a total of 644 homes to complete build-out of Subdivision.

This Design Guide may include requirements and limitations that are more restrictive than the provisions of the Declaration of Protective Covenants, Agreement, Restrictions and Conditions of Plats 1, 2, 3, 4, 5, A and B (hereafter referred to as the "Protective Covenants"). Both the Protective Covenants and this Design Guide are in concurrence with the rules and regulations of the Association. In such instances where the Protective Covenants and this Design Guide conflict, or are more restrictive, this Design Guide's terms, provisions, restrictions and procedures shall control.

The BOT shall appoint a new member to fill any open positions of the Architectural Control Committee (hereinafter referred to as the "ACC") if the ACC is less than a quorum. ACC shall consist of five (5) members. The purpose of the committee is to control and regulate any type of construction, remodeling, additions, landscaping, and maintenance on lots and homes within the Subdivision. These Members shall serve at the pleasure of the BOT and may be removed at any time, without cause, by a majority vote of the BOT. The ACC shall, under the direction of the BOT, have the responsibility of enforcing and addressing the Protective Covenants of Plats 1, 2, 3, 4, 5, A and B, including this Design Guide, which is presently in effect, or which may come into effect in the future. This Design Guide governs the building, landscaping, and maintenance requirements of those residences located within the Subdivision. The ACC will enforce the Protective Covenants and this Design Guide, or which ever is more restrictive.

The architectural review process of the ACC is intended to operate concurrently with the plan review process required by Summit County for obtaining a building or remodeling permit. The ACC shall meet from time to time as necessary to properly perform its duties. The vote of a majority of the ACC shall constitute an act by the ACC. The ACC has thirty (30) days after receiving a complete and satisfactorily plan application to review. The Association is independent of Summit County's technical plan review process and is solely intended to enforce this Design Guide and Protective Covenants. Each lot Owner bears the responsibility for the proposed dwelling's adherence to this Design Guide, and bears the additional responsibility of adherence to

county, zoning and building codes as well.

The ultimate goal is to create and maintain Jeremy Ranch as a quality community in which to invest and reside. It is the intent of this Design Guide to ensure an environmentally sound and aesthetically pleasing development for the mutual benefit and enjoyment of the Associations' Members.

In accordance with the Protective Covenants, the Articles of Incorporation and By-Laws of the Association, the ACC of the Association is responsible to approve all housing plans, specifications and site plans before the commencement of construction of any type. This Design Guide shall be observed in connection with the construction of any dwelling in the Jeremy Ranch Subdivision Plats: 1, 2, 3, 4, 5, A and B (collectively sometimes referred to as "Subdivision/s"). This Design Guide shall be applied and enforced, without exception, to the maximum extent possible by the Association at lot Owners' expense. This Design Guide may be amended from time to time by the review and approval of the ACC and approved and signed by the BOT. Please check with the ACC or the BOT for the most recent version of this Design Guide.

This Design Guide shall govern the design, construction, remodeling, landscaping, and maintenance of all dwelling units in the Association's Subdivision. All homes located within the Association must maintain a curbside appearance harmonious with the natural beauty and peace of the surrounding areas.

The purpose of this guide is to:

1. promote a desirable and attractive residential community;
2. harmonize the residential community with the natural beauty of the surrounding area;
3. provide specific minimum requirements for housing construction to help achieve the fore said goals;
4. help protect and enhance the property value of all lots and homes within the Association's boundaries at Jeremy Ranch; and,
5. establish and maintain a clean, orderly, friendly and pleasant residential atmosphere for all Members.

## **2. GENERAL RULES**

1. The ACC discharges its responsibilities by requiring that all construction and development of any kind, including remodeling, exterior additions, exterior painting, fencing and landscape development be formally reviewed and approved by the ACC, both prior to commencing and during construction.
2. A final inspection of the improvements by a representative of the ACC will determine whether actual construction of home and landscaping has been completed in strict compliance with the approved plans and this Design Guide and must be completed

before escrow deposit is released, minus any charges.

3. Lot Owners and/or builders are encouraged to consult with the Committee during the design, planning and actual construction phases of any home in order to answer questions and otherwise avoid problems. Lot Owners, builders and their architects should give careful consideration to this Design Guide and seek to incorporate it into their residence designs and are encouraged to review applicable Protective Covenants pertaining to their lot.
4. Location of dog runs (See Section 7.6), dog houses, garbage or refuse containers, air conditioning equipment, & utility lines, etc., is at the side or rear of the dwelling and located so as not to be conspicuous from the front street or The Jeremy Golf & Country Club's golf course, (hereafter referred to as the "golf course").
5. A professional sign, i.e. stenciled, block style, etc, no greater than three-by-three feet (3' x 3') must be placed on the lot at the time of excavation. The sign shall display the building lot number, lot address, name of builder and Owner and shall remain visible until the home is completed. A freehand or spray painted sign will not be allowed; this sign and one (1) sign offering the property for sale will be the only signs allowed to be posted on the lot. Subcontractor signs are prohibited on lot. The Association reserves the right to purchase and have a sign installed at construction site fifteen (15) days after Owner/builder is notified on non-compliance of said sign on property. Said expense will be assessed toward Owner/builder.
6. Recreational Vehicles  
All recreational vehicles (including, but not limited to, boats, snowmobiles, motor homes, motor cycles, dune buggies, four-wheelers/ATVs, water craft, and trailers) shall be parked within the garage. Recreational vehicles may be parked only on the main driveway during limited periods for loading and unloading purposes only.

"Limited periods" (as stated above and in the Protective Covenants) is defined to mean that recreational vehicles may be parked on the main driveway for loading and unloading purposes, up to seventy-two (72) hours only.

Separate parking pads, away from main driveways behind front line of house, can be used for recreational vehicle parking, and must not encroach on side setbacks (Summit County driveway setbacks of ten (10') feet). Any parking pad that is in front of the front line of the house is only to be used for the temporary off street parking of cars or trucks, not recreational vehicles.

Any recreational vehicles parked on separate parking pad must be maintained in running condition, properly licensed, and be regularly used. Parking any type of recreational vehicles (including all types of vehicles) on other lots, side setback easements, open spaces, lawns, and Xeriscaping areas, which include rocks or bark areas, is prohibited.

7. Automobiles

Other vehicles (cars and trucks) exposed to view from the front of the house, to any other lot, street, road, or the golf course, shall be maintained in running condition, properly licensed, and used regularly.

8. Commercial or Industrial Vehicles

Commercial or industrial-type vehicles, including trailers, are prohibited from parking on any lot at any time, except construction sites with the approval by the ACC.

9. Summit County Regulations

Owners are required to adhere to the following law of Summit County (\*includes Association's rules) regarding parking regulations and the placement of snow:

- a. No parking on street from November 15 through April 15. Vehicles parked on the right-of-way will be ticketed and towed at the Owner's expense.
  - b. The first fifteen feet (15') of each property abutting a public street is reserved for snow storage. Plants and landscaping materials placed within that right-of-way may be damaged by snowplows. Summit County is not liable for damage to materials within the snow storage easement. It is recommended that minimal landscaping be planted in the easements.
  - c. Summit County prohibits depositing snow or ice in the street. Snow cleared from driveways shall only be deposited on Owners' lots (\*and should not create a nuisance for adjacent property Owners. Owners are liable for their own property and any incident as a result of non-compliance of these rules.
  - d. Hydrant and utility markers identifying the location of those structures must remain in place from November 15 through April 15 each year.
10. To the maximum extent possible, construction related autos, trucks and equipment shall be parked in an orderly manner on the construction site. Vehicles and equipment parked on the street for construction purposes must be confined to the same side of the street as the lot where the construction is taking place. Vehicles must not be parked in front of an existing home and under no circumstance may they be parked on the street overnight. Vehicles parked on the street, for construction purposes, must not impede, hinder or restrict the snow removal from the streets.
11. No exterior construction between 7:00 P.M. and 7:00 A.M. Weekend work is to be avoided to the maximum extent possible, and shall be prohibited if a complaint is received.
12. During the work day, unnecessary noise on construction sites such as, but not limited to, the operation of radios and tape players at a loud volume shall be discouraged and shall be prohibited if complaints occur. (Loud volume is defined as a sound level exceeding 50 decibels (50 db) at any of the property boundaries when measured on the A-weighted scale of an accurately calibrated sound level meter).



13. No construction shall infringe in any manner, or for any reason, on adjacent or other properties unless written permission has been obtained from affected property Owners and/or holders of rights-of-way, exclusive of utility or other rights-of-way held by Summit County or Utah State authorities. Infringement includes, but is not limited to, movement, parking or storage of construction vehicles or equipment, storage of materials or debris, including dirt, gravel or rocks, and placement of toilets or waste bins. No infringement, no matter how slight, brief or inconsequential is permitted. A copy of the necessary written permissions shall be given to the ACC before any infringement occurs, otherwise this Design Guide shall be deemed to be violated and a stop work order shall be placed.
14. Perimeter French Drains must be installed around all homes.
15. Prior to excavation, the perimeter of the building lot shall be identified, by placing on the lot boundaries a four feet (4') high barrier fencing staked at maximum of eight feet (8') centers along the two (2) side and back lot boundaries. Orange-colored safety mesh fencing shall be maintained and to remain in place during the entire construction phase of the project. Black or other colored safety fencing is prohibited.
16. Any paved paths adjoining the properties are not to be used for vehicle access to the job site and must be kept clear of dirt, rocks and debris. The construction barrier (as described in Section 2.15) must not include these paved paths within the confines of the barrier. These paths are for foot traffic or bicycle riding only (non-motorized), and may not be removed from easement on Owner's property. It will be the responsibility of the Owner/builder to replace or repair any damage to said paths, with the extent of replacement and repairs to be determined by the BOT.
17. Dogs or other pets owned by construction personnel shall not be allowed on the construction site or elsewhere within the Association's Subdivision.
18. Builder shall notify neighboring residence Owners of any dangerous proposed construction activities (i.e.; blasting, digging) at least two (2) days before construction begins.
19. The lot Owner and/or builder shall regularly inspect the site and access roadways, and shall perform whatever clean up and maintenance is necessary to maintain these areas in a clean and orderly condition to meet the ACC and/or BOT' satisfaction.
20. The Owner and/or builder shall respond within five (5) days to any notice received from the ACC or the BOT regarding any violation or notice that the condition of a site is not in conformity with applicable CCR's, Design Guide including all requirements herein; otherwise, the BOT may assess damages, time, and legal fees to Owners.
21. The ACC and/or the BOT may apply for and obtain a stop work order on any project in violation of this Design Guide if the violations are not corrected within five (5) days after written notice to the builder and/or lot Owner. All costs, and/or attorneys fees, incurred

to rectify any violations will be assessed against Owner and/or construction site maintenance deposit. Any special assessment will be determined by the BOT.

22. Owners are required to keep their property well maintained and manicured, such as proper watering, mowing, and weeding of landscape. If Owner refuses to satisfy either the ACC, Covenants Enforcement Committee or BOT's request to maintain property within ten (10) days, Owner may be assessed any fees and/or legal fees. A lien will be placed on property to recover any unpaid assessments.
23. These guidelines are intended to be the minimum building requirements at Jeremy Ranch. As new products and materials become available, that meet or exceed these requirements, such products or materials may be acceptable (see "Variances", Section 20).
24. Owner and/or builders who violate any of this Design Guide, or the Protective Covenants pertaining to Owner's plat should expect corrective action to be taken against them by the BOT in accordance with all applicable provisions of the Articles, By-Laws, Protective Covenants and the requirements herein.
25. Owners and/or builders who are currently non compliant with a project at Jeremy Ranch, and have outstanding dues or penalties may not submit plans for a new project until all other projects are brought into compliance and conformity with this Design Guide or Protective Covenants.

### **3. APPLICATION**

Owner must complete an application for construction, remodeling, additions, color changes, lighting, roofing, antennas, decking, exterior changes, landscaping, fencing, or any other type of exterior change to home or on lot. The applicant will be notified in writing of approval or disapproval. Applications and plans must be submitted to the ACC one (1) week before the next regularly scheduled ACC meeting to ensure a review at that meeting. Owner applicants who are denied plan approval may make changes to their development plan and reapply without limitation. Construction must not start until the Owner and/or builder receives written notification of approval. Approval for residential development by the ACC is independent of and in addition to approval and the issuance of a building permit by Summit County.

The following requirements must be complied with before any application can be approved:

1. All forms in the application package provided by Association must be completed and signed. Incomplete applications will not be accepted, and shall be returned to applicant.
2. Both the builder and/or the Owner shall be required to sign an Acknowledgement and Agreement stating they have read, and will comply with all Protective Covenants and this Design Guide. Owner will be subject to financial responsibility for any costs incurred as a result of failure to build, renovate, or add any type of addition on/or to house without ACC's approval in accordance with the Protective Covenants, Design Guide and approved plans, including court costs and attorneys fees, and shall be

- assessed any costs, plus interest, that accrue while bringing property into compliance.
3. A check made payable to Association in the amount of the plan check fee must accompany any application (see application form).
  4. All dues, assessments and any other costs assessed against the building lot must be paid, and the property must be free of any Association's assessments before ACC will consider reviewing application for approval.
  5. A refundable, construction site maintenance escrow deposit (together with landscaping deposit) is required and must be submitted with the application. The escrow deposit will be held by the Association for use, in the event the Owner and/or his representatives fail to conduct their project in conformity with this Design Guide and the Protective Covenants. At the discretion of the BOT and/or the ACC, the escrow deposit may be used by the Association to remedy any violations of these provisions. For example, if a construction site is not kept clean and orderly, and the BOT is required to take measures to clean the site, the cost of the cleaning may be assessed toward the construction site maintenance escrow deposit. If any monies from this escrow deposit are used to correct violations, Owner must deposit additional construction and/or landscaping fees, which amount will be determined and requested by the BOT, back into the escrow account or construction must cease until resolved.
  6. The construction site maintenance escrow deposit, less any charges or forfeitures determined by the BOT and/or the ACC, shall be refunded to the Owner or his representative upon written notification of completion of the project and proof of issuance of a final certificate of occupancy from Summit County.
  7. Two (2) suitable sets of plans, including wet stamp and signature, with a separate page of specifications, for any proposed residence site improvement or alteration shall be submitted to the ACC with the application. Sufficient information shall be included to demonstrate compliance with the Protective Covenants and this Design Guide. Both copies of the submitted plans must be exact copies of the plans submitted to Summit County's building department. The minimum size of a plan allowed is "C" size (18" x 24"). After approval, one copy will be stamped and returned to the builder or Owner with required restrictions or contingencies noted. One (1) copy will remain the property of the ACC. Once a plan has been approved and written notice of approval has been given, all changes, additions, or deletions from the approved plan must also be submitted for review and approval, including any design changes that occur during the construction process. Notwithstanding, the requirement for ACC's approval, neither the Association nor the ACC shall be liable in any way for the design or construction of any residence in the Subdivision.
  8. A scale drawing of the site development plan must be submitted to the ACC and contain the following: the Topography of the lot and location and orientation of the proposed dwelling including setbacks, roofs, decks, walkways and driveways, with the percent of slope of the driveway clearly defined and a general landscaping plan, including location of trees, yard light, and all other details. The Topography drawing must include the property line, existing grades, and final grades with drainage identified. The drawing

must also include the location of the datum point/bench mark, location of any proposed retaining walls or proposed retention, and the main floor and top of foundation elevation.

9. The submitted plans must show the front, two (2) sides and the rear elevation drawings of the house with both the natural grade and finished grade clearly shown and identified with the corresponding Topography footage, on each drawing.
10. Small samples (no greater than by 6" x 6" maximum size, and including name and lot number on samples) of exterior finish materials and colors must be submitted. If all finish materials and colors have not been determined at the time of plan submission, samples must be submitted before installation of such materials.
11. The application must include the starting construction date and the project completion date. All construction must be completed within one (1) year from the commencement of construction, unless the ACC, at its sole discretion, approves an extension for good cause, not to exceed six (6) months in length. Failure to comply with this provision will result in the forfeiture of the construction site maintenance deposit in escrow account.
12. Redlined, backward or mirror image drawings will not be accepted.
13. All requests must be satisfied before ACC will authorize commencement of construction. Approval of a plan shall remain valid for six (6) months from the date of approval. If construction has not started within six (6) months, the plans must be resubmitted for approval and will be subject to any changes made in the Protective Covenants, or this Design Guide during the interim period. An additional plan check fee must accompany the new application. Application approval or disapproval will be in writing and shall be sent within ten (10) days after ACC's review.

#### **4. MINIMUM DWELLING SIZE & WIDTH**

1. The Protective Covenants for the various plats contain the specifications for minimum dwelling square footage and width. If four feet (4') or more of the entire main or ground level floor foundation is above the point where landscaping meets the building, then the basement shall be considered a story. A basement shall not be included in determining the square footage. For a level to be considered a "ground floor" that level must be at street level (as determined by Summit County) and totally visible above ground from the street providing principle access to the dwelling.
2. A building "footprint" shall be defined as the ground area within the perimeter of the foundation of the building. No dwelling shall be permitted that does not present at least a fifty-five feet (55') frontage in plats A, 4, & 5 and a sixty feet (60') frontage in plats B, 1, 2, & 3, to the street which provides access to the lot. In calculating frontage, the garage front may be included.

#### **5. CERTIFIED SURVEY**

Before excavation or construction, a certified survey bearing the seal and signature of the

surveyor (copies are not acceptable) showing the name and registration number of the surveyor licensed in the State of Utah must be submitted to ACC. All lot corners must be visibly staked. Said survey must show benchmark references for determining height of building.

## **6. ROOF/ROOFING MATERIAL**

1. Roof materials shall consist of slate, flat concrete tiles, permanent non-reflective metal roofs, or heavyweight three-dimensional asphalt shingles, with a weight of at least three-hundred pounds (300 lbs.) per square with a thirty-year (30) minimum guarantee. Wood shake shingles are discouraged, but will be permitted. If asphalt shingles are used, a metal drip edge detail shall finish the edge appearance. Three-tab shingles, thatched roofs, and permanent shiny copper roofs are prohibited.
2. The principle roof over each dwelling shall maintain a minimum pitch of four (4) feet in twelve (12) and a maximum pitch of twelve feet (12') in twelve (12).
3. Roof colors must be consistent with the master plan of the community, which are earth tones of a muted nature. Bright red or bright green roofing colors are prohibited.

## **7. FENCING**

1. Before the installation of any fencing on any property, a site plan showing the proposed location of such fencing and the landscaping, which will be used to screen it, must be submitted to ACC for approval. Below are the requirements for fence plan application:
  - a. A completed application form.
  - c. An application fee must accompany application (see application form).
  - d. A site plan showing the proposed fence location, the type of fence and the landscaping which will be used to screen the fence must be submitted.
  - e. Acknowledgement and Agreement form must be signed by Owner and builder.
2. No part of the fence shall exceed four feet (4') in height from the level of the ground to the top of the tallest fence post. A fence must be installed at least thirty-six inches (36") inside the lot lines. No wall or fence 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 fence or wall is located along the boundary line between two (2) adjoining lots, it shall not be closer to the front street than the front of whichever residence structure on the adjoining two (2) lots is nearest the street. The Owner of the fence shall be responsible for maintaining the land area between the fence line and the lot line. Failure to adequately maintain the landscaping in this area is grounds for removal of fence.
3. A fence may be constructed of wood, stone, brick or colored metal chain link materials (other new materials may be reviewed for approval), and are subject to approval by the ACC. If chain link fencing is used, all fencing material (fence posts, and fencing mesh, as well as gates) must be covered with a black, brown, or dark green vinyl coating material only.

4. Fences proposed for lots where any portion of the lot abuts the golf course will require a detailed evaluations and the approval of the ACC. Fences on any lot abutting the golf course shall only be permitted where the lot Owner can demonstrate, to the satisfaction of the ACC, clear and convincing need for the fence. Keeping golfers off Owner's property is an insufficient reason to construct a fence. A fence will not be allowed if there is a feasible alternative. Approval of one fence on property abutting the golf course does not constitute permission to build another fence on property abutting the golf course, or on any other lot in the Subdivision. The ACC will render individual judgments with respect to the overall scale of proposed fence in relation to its location and all surrounding uses.
5. Immediately upon completion of the approved fence installation, vegetation shall be planted in the area between the fence line and the lot line. Such vegetation, at the time of installation, shall be of sufficient height and density that covers and screens up to seventy percent (70%) of the fence, depending on the visual impact that the fence has on the overall front, side, corner parcel, and golf course views. The Owner of the fence shall be responsible for the maintenance and care of all vegetation. Non-compliance with this planting and maintenance requirement will result in the removal, at the Owners' expense, of the fence. The intent of the landscaping is to screen the fence from the adjoining lots.
6. A dog run or dog house must be approved by the ACC and must not be found a visual nuisance. Depending upon the location of dog run or dog house, ACC may require vegetation to be planted to screen up to seventy percent (70%) of the fence to avoid visual nuisance if exposed from front view. The height of the dog run must not exceed those heights listed in Section 7.2.
7. Approval of a fence plan shall remain valid for six (6) months from the date of approval. If construction is not started within six (6) months, the plans must be resubmitted for approval and will be subject to any changes in the Protective Covenants or Design Guide during the interim period. Plans must be resubmitted together with accompanying fee.

## **8. LANDSCAPING, GRADING & DRAINAGE**

1. All lots shall be landscaped, with lawn, trees and shrubs to be visually attractive and harmonious with neighboring property. Each lot Owner shall install an underground sprinkling system for the purpose of providing adequate water to maintain all lawn and vegetation areas. Each newly landscaped yard must have a minimum of five (5) spruce trees with each tree having a height of at least five feet (5') at the time of planting. Drought-resistant landscaping is encouraged for water conservation. However, the ACC will determine if Xeriscaping is appropriate with landscaping of adjacent properties. If approved, Xeriscaping must be kept free from weeds and must be kept in an orderly landscaping appearance. If ACC and/or BOT determine that any landscaping appearance is not harmonious within the community, Owner must submit landscaping changes on application to the ACC within ten (10) days after notification.

2. Each lot is to be graded and landscaped in a manner that will keep water runoff from adversely affecting adjoining properties and not change the established natural grade at the property lines unless granted a variance from the BOT for reasonable lot elevation changes or existing conditions.
3. A landscape deposit of four thousand dollars (\$4,000) must be deposited into an escrow account at a bank specified by the Association. All landscaping must be completed within three (3) months of occupancy, or completion of the residence which ever comes first. For homes completed or occupied after August 31, the Owner and/or builder will have until June 30, of the following year to complete the landscaping. If the home is sold before installation of the landscaping, the new Owner must be made aware that the time to complete the landscaping does not change. It is the sellers' responsibility and obligation to ensure the yard is properly landscaped within the original time frame. The sellers' obligation in this section is not transferable. Landscaping is not deemed complete until the front, back and side yards are landscaped. The landscape deposit will be released to the Owner/builder when all provisions have been satisfied. A daily penalty of one hundred dollars (\$100) will be assessed for each day the landscaping is incomplete past the above referenced deadline unless a written extension has been granted by the BOT for just cause. The penalty shall be assessed toward the landscape deposit. After the escrow deposit has been depleted any additional penalties incurred shall constitute a lien against the property and may be foreclosed by the Association in the same manner as other Association liens against the property for assessments and dues.
4. Vegetable gardens or greenhouses must not be visible from the front of the house and must be reviewed by the ACC for approval.
5. Completed landscaping: Trees, lawns, shrubs or other plantings provided by the Owner of each lot shall be properly nurtured and maintained or they shall be replaced, at the lot Owners' expense, upon request of the ACC after thirty (30) days notice. Owners who neglect proper maintenance of yard, including keeping yard and driveway free from unsightly items in view from street, will have ten (10) days to rectify problem or must submit a written request for more time allowance or changes to ACC for approval. Any fees, including legal fees, associated with rectifying a landscaping problem will be assessed to Owner. A lien can be placed on lot for any unpaid assessments and shall include interest fees of fifteen percent (15%) on the unpaid amount.

## **9. SATELLITE DISHES & ANTENNAS**

1. All satellite dishes or antennas outside the exceptions granted by the FCC's OTARD (Over-The-Air Reception Devices) rules are prohibited anywhere within the Subdivision. These exceptions apply only to "customer end" antennas and satellite dishes placed at a customer location for the purpose of providing service to the customer at that location. Antennas and/or satellite dishes used to transmit signals to and/or receive signals from multiple customer locations (i.e. "Hub" or "Relay" antennas) are not

exempted by the FCC and are prohibited anywhere within the Subdivision.

The FCC OTARD exceptions are summarized below:

- a. A "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite.
- b. An antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via MMDS (wireless cable) or to receive or transmit fixed wireless signals other than via satellite.
- c. An antenna that is designed to receive local television broadcast signals. Masts higher than 12 feet above the roofline may be subject to local governmental permitting requirements. The Jeremy Ranch Architectural Control Committee must approve any mast over twelve (12) feet in height prior to installation.

Note: "Fixed wireless signals" are any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high-speed Internet access to a fixed location.

Homeowners shall exercise care to locate their antennas and/or satellite dishes in areas that are every extent possible hidden from street view and are as inconspicuous as possible. No antenna shall be mounted on any structure not permanently attached to the residence (i.e. separate antenna pads, poles etc.).

2. Transmitting and/or receiving antennas of any type that are not exempted by the OTARD rules are prohibited anywhere within the Subdivision. This prohibition includes, among other things, AM/FM radio, amateur ("HAM") radio, Citizens Band ("CB") radio, and Digital Audio Radio Services ("DARS") transmitting devices.

## **10. EXTERIOR LIGHTING**

Site lighting is permitted, provided such lighting does not result in excessive glare toward the street or neighboring properties to cause a nuisance. All exterior lighting must be of a low level subdued intensity with the source of light partially shielded and directed downward, and is subject to approval by the ACC. Exterior light bulbs must not exceed sixty (60) watts. Mercury vapor lights, sodium vapor, or any type of quartz halogen lighting, including halogen floodlights are prohibited. No exterior lights shall be located to create a nuisance to other Owners or security service personnel. If a complaint occurs, Owner will be notified by certified mail and will have ten (10) days to rectify the complaint. Any non-compliance regarding exterior lighting will be dealt with at the discretion with the ACC, or an appointed committee by the BOT.



## **11. ARCHITECTURAL DESIGN**

1. Strictly, rectangular or square structures shall not be permitted. English Tudor, French Chateau, Victorian, Colonial and modern minimalist homes are strongly discouraged. A-Frames, Mansard Roofs, Earthen homes (underground), and Geodesic domes are prohibited.
2. No house plan may be built more than once in any one plat in the Association's Subdivision. No two (2) homes may have substantially identical exterior elevations and/or appearances within Subdivision.
3. No home shall be permitted that is not compatible and in harmony with existing homes and the natural beauty of the land surrounding the Subdivision. The design of the home must be compatible with the lot upon which it shall be built. The ACC will determine if proposed home is compatible with existing neighboring homes within the same plat; i.e.: height of home, size of windows, color, garage location and landscaping plans. If ACC determines proposed home or remodeling of home is incompatible, Owner/builder must make requested changes before approval is considered.

## **12. GARAGES, CARPORTS, DRIVEWAYS, & TEMPORARY PARKING PADS**

1. Each dwelling constructed in the Subdivision shall have a completely attached garage with at least one (1) wall shared between the house and the garage. A breezeway does not constitute an attached garage and house. The garage must be sized to handle not less than two (2) or more than four (4) conventionally sized vehicles. Every garage shall be serviced by a driveway, which shall be of sufficient width to park two (2) vehicles side by side. Circular driveways must meet current regulations by Summit County and approved by ACC.
2. The driveway on any lot must be constructed of concrete, asphalt, brick, or comparable materials and placed on properly compacted dirt. Gravel or dirt driveways are prohibited. Separate parking pads (away from main driveway) can be constructed of gravel, and must meet Summit County's ten feet (10') driveway setbacks and regulations.
3. All construction work related to the installation of a driveway must be completed before, or simultaneously with, the occupancy of the dwelling. It is the Owners' responsibility to keep driveways in reasonable repair.
4. Driveways must be of a sufficiently gentle slope that they are usable for vehicle access at all seasons of the year and so they are not a hazard to the neighboring homes, yards, persons, or vehicles on the street. The driveway must be constructed in such a way that it does not cause a problem related to snow removal, snow storage or water run-off for the Owner, neighbors, adjoining properties or the county road department. It appears to be the consensus of the Summit County Building Inspection Department, the Park City Building Engineer and the Salt Lake City Division of Transportation that the slope of a driveway should not exceed average grade, uphill or downhill, of ten percent (10%).

Driveways entering or leaving a public road shall not exceed a grade of eight percent (8%) from the curb line to the easement line. However, a reasonable request for an increase on driveway slope may be made to the ACC, and if found acceptable with Summit County, driveway slope may be increased. Architects and builders should pay particular attention to the potential difficulty of accessing the property during the winter months and should design the driveway to be compatible with driving on ice and snow.

5. Carports are prohibited.

### **13. HEIGHT OF STRUCTURES**

Allowable heights are limited by Summit County ordinances and this Design Guide. While the building height restrictions may help protect views, this is not their purpose. The overall full development appearance of the Subdivision is the overriding concern. Generally, all home sites can have no portion of a structure (except for chimney elements) exceeding a true vertical height of thirty-two feet (32') above original natural grade directly below the point of measurement. On difficult steeper home sites, where the average slope across the footprint of the proposed structure exceeds fifteen percent (15%), the ACC may allow additional height for a limited unobtrusive ridge projection at its down slope terminus. Such relief will be considered on a case-by-case basis and may not be construed as a blanket waiver for sloping home sites in general.

The following are notes concerning height limits:

1. No dwelling shall be erected to a height of less than sixteen feet (16'), and maximum height is thirty-two feet (32'). This regulation is concurrent with Summit County's height limitations.
2. When the original natural grade is not readily established due to prior modifications in terrain, it shall be fixed by reference elevations and slopes at points where the prior disturbance appears to meet the undisturbed portions of the subject property or the adjacent property's undisturbed grade. On lots where it is difficult to determine the existing grades due to disturbed elevations, Summit County must assess to accurately define what is considered natural grade. Owner must have Summit County building department's approval before ACC will consider approval for said type of lot.
3. Any errors regarding height restrictions must be submitted to the BOT, along with a submission to Summit County Board of Adjustments seeking a variance for error. Owner/builder must submit a copy of the Board of Adjustment's approval for ACC and/or BOT' review for approval, if any.
4. The ACC has the right to impose a height restriction less than what is stated herein, if it believes it is necessary due to specific site conditions.
5. The estimated natural finished grade shall tie into the elevation and slopes of adjoining properties without creating a need for retaining walls, or abrupt differences in the visual slope and elevation of the land; and not change the direction or flow of run-off water so as to adversely affect any adjoining property. Specific lot elevation

problems will be reviewed by the ACC to determine whether this rule would apply to a specific lot's unusual elevation or water problems. The ACC may suggest an alternative for finished elevations and landscaping.

#### **14. SETBACKS FOR DWELLING**

1. Building locations may not encroach on any required minimum setbacks. For the purpose of determining setback distances, open porches, open balconies or decks, porte-cocheres, eaves, and steps shall not be considered part of the dwelling unit. The Summit County setback requirements are as follows:

FRONT: thirty feet (30') from the property lot line and/or road easement line or fifty-five feet (55') from center line of the road, whichever is greater.

SIDE STREET(corner lot): thirty feet (30') from the property lot line or road easement line or fifty-five feet (55') from center line of the road, whichever is greater.

SIDE YARD: twelve feet (12') from the side property line.

REAR LINE: twenty-four feet (24') from the rear lot line on all interior lots and twelve feet (12') on all exterior lots. Exterior lots are defined as lots that do not abut another building lot or the golf course at the rear line of the lot.

2. ***Do not confuse the back of the curb or the gutter with your property line.***
3. Should Owner purchase two (2) or more adjoining lots to create one (1) larger lot, the building location may be located anywhere on the new larger lot so long as all setback requirements will be satisfied by the ACC and Summit County. Construction on the new property must follow the above setback rules. Once the two (2) lots have been approved by Summit County and legal recorded as one (1) new lot, said lot shall never be divided for building purposes.

#### **15. EXTERIOR MATERIALS**

1. Exterior materials generally should be of natural materials that blend and are compatible with the natural landscape. The predominant exterior materials should consist of wood, native stone, wood shingles, wood shakes, beveled or tongue-in-groove board siding, board on board, board and batten, native stone, wooden logs, brick, cultured stone or Hardi Plank (a cement based product). Plywood siding is prohibited.
2. The use of metal siding including but not limited to aluminum, fiberglass, vinyl, or asbestos is prohibited. All exterior surfaces including gutters, chimney, covers, and window frames are to be finished or painted.
3. The use of aluminum or vinyl siding, plywood, T-111, pressed board, cinder block, and similar types of siding not approved by the ACC as exterior finishing materials

are prohibited. Aluminum may be used on soffits and fascia but must conform to the colors set forth in Section 15.4.

4. The color of exterior materials must generally be subdued to blend with the natural landscape. Earth tones are recommended, although accent colors which are used judiciously and with restraint may be permitted.

In no case will colors approaching the primary range (red, blue, and yellow) be permitted. Pure white may only be used as an accent or "trim" color. Off-white is permitted, but does not constitute approval by the ACC. Garage and exterior doors shall not be considered "trim".

Proposed colors must be demonstrated to the ACC in a sample format which adequately depicts the hue, tone and shade of the proposed color in its final submission. Sample swatches on the structure itself are preferred; as an alternative, stained or painted sample boards of the actual siding to be used would be the second choice. Small color samples, printed on paper, may not accurately depict how a finished color will appear on an expansive wall of real construction materials, and are therefore discouraged.

5. The color of all stains or paints on exterior surfaces, including flashing, roof gutters, soffits, fascia or other roof materials, shall be of earth tone colors (light beige, through dark browns, grays and some shades of green); pure white and black colors could be considered, but are strongly discouraged for any exterior surfaces, including trim. Bright colors such as reds, navy blues, or other primary range colors are prohibited on either siding or trim. All siding materials and colors must be approved by the ACC before application. In the event the Owner and/or builder fails to submit color samples prior to application, said Owner and/or builder shall be solely responsible for any non-compliance, and costs of removal.
6. Wood windows, exterior patio and sliding doors are recommended and if used shall meet or exceed the following Design Guide. Doors and windows must have a permanent exterior finishes, such as a vinyl or aluminum clad finish and meet the Association's color guidelines as listed above. A sample must be submitted to ACC for approval.
7. Aluminum and vinyl windows and sliding glass doors may be acceptable if they meet or exceed the Uniform Building Code in use by Summit County at the time of construction.
8. Screen and storm doors must conform to the colors set forth in Section 15.4.
9. The intent of these requirements is to ensure that all windows and doors are visually attractive and will be of the type and quality suitable for mountain weather conditions at Jeremy Ranch.

## **16. CONSTRUCTION**

1. All exterior walls framing of the building shall be a minimum of two-by-six inch (2" x 6") studs and shall be sixteen inches (16") on center or less and shall be insulated to at least R-19.
2. All homes constructed with metal studs and/or metal joists must be engineered and built with sufficient gauge metal to meet the snow load, wind shear and bearing loads required for the snow conditions at Jeremy Ranch. Data must be provided to ensure that all exterior walls (including garage exterior walls) meet or exceed the R-19 insulation requirements of this Design Guide and/or Summit County's current regulations.
3. Homes shall be designed to be energy efficient. Passive solar designs are encouraged. All insulation requirements must meet or exceed the current Model Energy Code.
4. A garage must be insulated to meet or exceed the R-19 insulation requirements. Non-solid core garage doors must be insulated and shall be of a type and quality suitable for weather conditions typically experienced at Jeremy Ranch, as determined by the ACC and must conform to the colors set forth in Section 15.4. We recommend, but do not require, that garages be heated to some extent.
5. All deck supports exceeding eight feet (8') in height must be a minimum of eight-by-eight inches (8" x 8") and/or meet Summit County's current regulations. Plans must include detailed information for deck supports and must be treated and are subject to the ACC for approval.
6. All chimneys, flues or smoke exhaust pipes must be enclosed to the roofline. No more than two feet (2') of exposed pipe is allowed above the roofline.
7. Fill dirt must not be placed on another vacant lot without written permission from the affected lot Owner and approved by ACC. Fill dirt must be graded to a smooth level at the time of placement and all precautions must be taken not to affect the natural grade at the adjoining property lines. All streets surrounding the placement of the fill must be left clean and orderly.

## **17. FOOTING & FOUNDATION INSPECTION**

1. Summit County will determine compliance with all setback requirements, conformity with the site plan and the height of the top of the foundation wall as shown on the approved drawings. If setbacks are found not to be in compliance with Summit County Regulations, Owner/builder must report any discrepancies within seven (7) days to avoid a fine of one hundred dollars (\$100). Any setback violations or changes in the top of foundation height from the approved plans will be corrected before the pouring foundations. Bedrock within the foundation area, or other difficulties encountered in excavation, such as excessive rock, will not be sufficient reason for a variance to

change the top of foundation height.

2. Wood foundations are prohibited.
3. The plans must indicate the finish treatment that will be used on any exposed foundation and retaining walls for ACC review and approval. Large areas of exposed concrete and/or cinder block foundations are not acceptable. The maximum area of an exposed concrete and/or cinder block foundation allowed is six inches (6") between the finished grade elevation and the bottom of the finished siding.

## **18. MATERIALS ON SITE**

1. Before the commencement of framing a 20' X 7' X 5' roll-off dumpster must be placed on the building lot for all refuse accumulated from the construction project, and emptied when full. Care should be taken when setting the dumpster to allow easy access to empty the dumpster during the winter months. Open trailers or trucks as a substitute for dumpsters are prohibited. Dumpsters must not be placed on the street. Fires to burn scrap materials and debris is prohibited.
2. Owners and builders shall clean up all trash and debris at the end of each workday. An approved trash receptacle must remain on site at all times for the purpose of containing all lightweight materials or packaging. The receptacle must be positioned on the site alongside the access drive, clear of side and rear setbacks, adjacent road right(s)-of-way and neighboring properties. Trash receptacles must be emptied on a timely basis to avoid overflow of refuse. Disposal shall be at a suitable off-site facility. Owners and builders are prohibited from dumping, burying, or burning trash anywhere on the homesite or within the Association. Heavy debris, such as broken stone, wood scrap, or the like must be removed from the site immediately upon completion of the work by each trade that has generated the debris.
3. All concrete washouts from both trucks and mixers must occur within a contained area of the building location of the home site where in a location where it will be ultimately concealed by structure or covered by backfill. Concrete washout in road right-of-way, within setbacks, on adjacent properties, or street gutters is strictly prohibited.
4. During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or detriment to other homesites or open space. Any clean-up costs incurred by the ACC or the Association in enforcing these requirements shall be assessed to the Owner and/or builder. Dirt, mud, or debris resulting from activity at each construction site shall be promptly removed from public or private roads, open spaces and driveways or other areas of Jeremy Ranch. Any violations in Section 18 will be subject to a fine set forth by the BOT.

## **19. SANITARY FACILITIES**

1. Each Owner or builder shall be responsible for providing adequate sanitary facilities for

construction workers. Portable toilets must be located on the building site, clear of side setbacks and in the most discreet location possible. Once sewer and water lines are connected, the builder/Owner is encouraged to install a toilet inside the building and remove the chemical toilet.

2. During the dwelling construction period, no materials may be stored on any roadway, any easements, or adjoining property Owner's lot. No material, which may represent a safety hazard to the public, may be stored on site. No materials may be stored that will cause a nuisance to any Owners within the Subdivision.
3. Mud, debris, gravel and other similar materials deposited by construction personnel, construction vehicles, or equipment shall be cleaned from roadways daily by the builder. If the lot Owner/builder fails to comply with this provision the Association shall clean the roads at the expense of the lot Owner/builder be subject to a fine set forth by the BOT.
4. Any gutters that have been affected by mud run off from a construction site must be cleaned within twenty-four (24) hours. Association reserves the right to order a clean-up for any mud on roadways or gutters that did not meet ACC or BOT's satisfaction, and make assessment of expenses toward Owner/builder.

## **20. VARIANCES**

Where circumstances require, the BOT may, after considering the recommendation of the ACC and by majority vote of the BOT, allow reasonable variances to any of these provisions. In order to obtain a variance the Owner must clearly demonstrate that the purposes of this Design Guide shall not be circumvented through the granting of such a variance. The BOT will make every effort to determine the impact this variance request will have on the surrounding properties before granting of any such variance. Any request for variances must be submitted in writing to the ACC, along with any manufacturers' technical data available that is applicable to the request.

## **21. OCCUPANCY**

1. The Owner must receive a final inspection and a final certificate of occupancy from Summit County before moving into the new house.
2. Neither the builder nor the Owner may live in the house or in any temporary structure placed on or near the property during the construction of the home.

## **22. OUTDOOR STORAGE, TRASH RECEPTACLES, & ANNUAL CLEAN-UP**

1. Outdoor areas housing trash receptacles, firewood storage, maintenance or service equipment, such as snow blowers, etc., or overflow storage shall be screened or concealed from all adjacent properties by a wall or fence conforming to this Design Guide. Firewood may be stored in an unscreened area provided it is neatly stacked in an inconspicuous location.

2. Garbage must only be placed in authorized Summit County approved receptacles.
3. Trash receptacles must not remain by curbside more than forty-eight hours (48), and must not be placed in the street or on gutter. Refuse placed in container must not exceed weight and limit of authorized vendor. Additional refuse placed in unauthorized containers such as cardboard boxes, drums, etc. is prohibited.

Association's annual clean-up refuse containers placed within the community are for Owners only, and not for Owner's construction refuse. Such containers are not for construction site personnel usage. Owners must not overfill containers or place refuse on ground by any side of the containers. Any violation of Section 22 will be issued a warning by security personnel. The second warning notice will be sent via certified mail. Third notice will be assessed a fine for five hundred dollar (\$500), and could impel a lawsuit for any damage due to accident report and will be subject to reasonable legal fees, plus lien fees and interest.

Construction or private Owners' rental of refuse containers are not for community's usage. Any Owner found dumping in privately rented refuse containers will be subject to a fine of five hundred dollars (\$500), unless granted written permission by renter of said container. Owners must notify ACC for approval to store a refuse container on lot if said container shall be parked on lot more than one (1) day. Said container must not exceed one (1) month's storage on property unless granted permission from ACC and/or BOT for a longer period of time. If Owner exceeds time approved for placement of container, Owner shall be subject to a fine set forth by the BOT of violation.

### **23. SWIMMING POOLS, SPAS & HOT TUBS**

Swimming pools, spas, or hot tubs, must be designed as a visual extension of the residence through the use of walls or decks and must be shielded from front side view. All pools and spas must be constructed according to Summit County regulations. All pumps, motors, and heaters must be fully screened from view from the street, adjacent homesites, the golf course, or public areas. Additionally, the noise must be dampened so as not to affect adjacent homesites, golf course, and public areas.

### **24. SPORT COURTS & BASKETBALL GOALS**

Sport courts will only be allowed when measurements are taken to minimize their impacts, and must be included in the plan. Wall-mounted goals may be allowed subject to ACC's approval. Freestanding basket goals may be approved by ACC; however, said basket goal must be removed from driveway and be stored so as not be seen from the frontage of home during off-season months.

### **25. PLAY STRUCTURES**

Play structures, trampolines, swing sets, slides, or other such devices are permitted provided they are not motorized. Any motorized recreational device must be reviewed by the ACC for approval. Approval of such equipment may be granted when it is placed within fenced, rear-



yard areas, is constructed and finished with materials complementary to the structure, is limited to height restrictions and equipment color so long as color is in keeping with the intent of this Design Guide and/or at the sole discretion of the ACC's approval.

## **26. PREFABRICATED BUILDINGS**

A building constructed off-site and requiring transportation to any homesite, whole or in partial assembly is prohibited; this includes mobile homes, stock modular buildings, or any other structure requiring transportation and set up in a partially completed state.

## **27. OUTDOOR FIRES**

Outdoor fire pits and fireplaces are prohibited unless they are fueled by propane gas. The ACC must approve permanently installed barbecues.

## **28. OSHA COMPLIANCE**

All applicable Occupational Safety and Health Act (OSHA) regulations and guidelines must be observed at all times.

## **29. CONSTRUCTION VEHICLES & PARKING AREAS**

1. No tolerance is allowed for construction vehicles to park on adjacent lots or open spaces. All construction vehicles shall be parked on same side of road as home under construction. Parking may not impose any hazards to adjoining property Owners and their driveways and public roadways. If any complaints arise regarding the parking of construction vehicles on the public street, Owner and/or builder will be notified and asked to park vehicles on construction property.
2. Parking any vehicles on the street, including construction vehicles, is prohibited from November 15 to April 15 of each year (Summit County Ordinance). Vehicles found parked on the street during mentioned timeframe shall be issued a ticket and could be ordered to be towed by Summit County Police.
3. Damage to neighboring properties or driveways by construction vehicles must be quickly remedied. Changing oil and all other vehicle maintenance is prohibited.

## **30. DIRT, MUD & NOISE CONTROL**

1. The Owner and/or builder is responsible for controlling dirt, mud and noise at the construction site, including the removal of dirt and mud from public or private roads that result from construction activity at the site.
2. Radios and other audio equipment used by construction personnel must not be audible beyond the property perimeter. Repeated violations of this provision will precipitate a total prohibition of any on-site use of radios or audio equipment during construction and can be fined by the BOT against escrow account.

### **31. MATERIAL DELIVERIES**

All building materials, equipment and machinery required to construct a residence on any homesite must be delivered to and remain at the location of and clear of all setbacks. This includes all building materials, earth-moving equipment, generators, mixers, cranes prefab trusses and lumber, and any other equipment or machinery that will remain within Subdivision overnight. Material delivery vehicles may not drive across adjacent home sites, open space or common area parcels to access a construction site.

### **32. FIREARMS**

Discharging any type of firearms on any empty lot, construction site, home sites, open space, common area parcel or right-of-way with the Association is prohibited.

### **33. ALCOHOL AND CONTROLLED SUBSTANCES**

The consumption of alcohol or the use of any controlled substance by construction personnel on any construction site, homesite, common area parcel or right-of-way within the Association is prohibited.

### **34. FIRES & FLAMMABLE MATERIALS**

1. Careless disposal of cigarettes and other flammable materials, as well allowing the build-up of potentially flammable materials that could constitute a fire hazard, are prohibited. At least two (2) twenty-pound (20') ABC-Rated Dry Chemical Fire Extinguishers shall be present and available in a conspicuous place on the construction site at all times.
2. Fires on lots are prohibited, except for small, confined, attended fires for the purpose of heating masonry water only and approved by the Summit County Fire Department.

### **35. PETS**

Animals, such as dogs belonging to construction personnel, are not permitted on any construction site. Owners must obey Summit County leash laws for dogs.

### **36. SHEDS & OTHER STRUCTURES**

1. Construction buildings or prefabricated structures, such as a shed, are not allowed without the approval of the ACC who shall consider views, placement and easements.
2. Sheds must be constructed of the same exterior and roofing materials as existing home, and must be attached to home. ACC must approve the exterior features of proposed shed.
3. No accessory or outbuildings shall encroach on any easements or setbacks.

4. A structure of a temporary nature such as: trailer, tent, shack, garage, barn, shed, or other out-building, will not be permitted without the approval of the ACC and/or BOT limiting the time for usage.

### **37. PRESERVATION OF PROPERTY**

Construction personnel and Owners shall not park, eat, rest, loiter or deposit trash or materials (including concrete washout) at any neighboring homesite, common area parcel, open space or right-of-way.

### **38. PERSONAL DECLARATIONS, BUSINESS, OR ADVERTISEMENT SIGNS**

1. Any exterior personal declarations, for business or otherwise, of any type are prohibited.
2. Statues are prohibited, excluding indigenous wildlife statues such as moose, deer and bear which must be subject to approval by the ACC for placement on property.

### **39. "FOR RENT" SIGNS, RENTERS, & HOMES RENTED**

1. "For Rent" signs are governed by the Sign Ordinances of Summit County and the Signage Rules and Regulations of the Association.
2. Renters must follow all applicable rules and regulations of the Association. However, Owners will ultimately be found responsible for adhering to all Protective Covenants and this Design Guide, which ever are more restrictive.

### **40. PROTECTION OF SUBDIVISION IMPROVEMENTS & RESTORATION OF PROPERTY**

1. Each Owner is responsible for the protection of own property within Subdivision and for restoring the homesites or neighboring homesites that may become damaged as the result of activities of such Owner's builder, subcontractor, agents, or employees.
2. Upon completion of construction, each Owner and/or builder shall clean his construction site and repair all property which has been damaged, including but not limited to, restoring grades, planting shrubs and trees as approved or required by the ACC, and repairing driveways, pathways, lighting and fencing.
3. In addition, the Owner/builder shall be held financially responsible for site restoration, re-vegetation and refuse removal on any and all adjacent properties that results from trespass or negligence by their employees or sub-contracted agents.

### **41. SIGNAGE ORDINANCES**

All signage within Jeremy Ranch is governed by the Sign Ordinances of Summit County and the Signage Rules and Regulations of the Association.

## **42. ENFORCEMENT**


1. The ACC may, at any time, inspect a home site or improvement to verify compliance with this Design Guide or Protective Covenants.
2. In the event of any violation of this Design Guide or Protective Covenants, which ever is more restrictive, the ACC may, at its sole discretion impose a fine, commensurate with the severity of the violation.
3. Upon discovery of a violation, the Owner first will be given a written warning and notice of said violation. The written notice shall describe (i) the nature of the alleged violation; (ii) the proposed action to be taken against the Owner (iii) how the violation can be remedied (iv) a period, of not less than fifteen (15) days, within which the alleged violator may remedy the violation without further action;
4. If, after the given period as set forth in subsection 3(iv) above, the Owner is not in compliance, or is not actively remedying the violation with the approval of the ACC or BOT, a second written notice will be hand-delivered with return signature or mailed via certified mail. This second notice shall contain (i) reference to the first notice as contained in subsection 3, (ii) all items to be contained in subsection 3 above, (iii) the option the Owner has to make a written request for a hearing before the BOT; and (iv) a statement that the proposed actions and/or sanction shall be carried out and imposed as contained within the notice unless the alleged violator challenges the violation within fifteen (15) days of the delivery of the second notice.
5. The Hearing before the BOT (or BOT appointed special committee) shall be held during a regular meeting or special meeting. In this hearing the alleged violator shall have reasonable time in which to be heard. The BOT may determine whether or not to grant a variance as contained in section 20 (Variances). All decisions of the BOT are final.
6. A notice of violation may also be recorded by the ACC or BOT in the office of the Summit County Recorder.
7. If no personal delivery is available and the Owner, or other authorized does not sign for the certified mail, delivery is complete when the certified mail is returned unclaimed.
8. If the ACC determines it is necessary, they may refer the matter to the BOT to seek an injunction for relief from the violation in a court of competent jurisdiction as one of its available remedies prior to the passage of time and notices as contained in subsections 3 and 4 above.
9. Any Owner who refuses to comply with this Design Guide and enforcement is undertaken by the Association or BOT to enforce compliance will be subject to fees, including attorney's fees and court costs, lien fees, if any, and all other costs incurred to enforce compliance with this section, whether or not formal legal action is required.

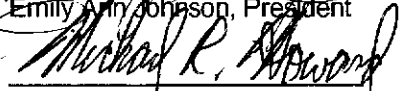
#### **43. APPROVAL TYPES & STOP WORK ORDER**


1. **Full Approval.** This gives the Owner and/or builder full approval from the ACC, or until a severe violation has occurred.
2. **Conditional Approval.** This approval is based upon the plans submitted with the understanding that certain adjustments must be completed or proven to satisfactory to ACC. If condition terms have not been met by Owner and/or builder, the ACC's approval could be revoked.
3. **Stop Work Order.** If Summit County issues a stop work order to Owner/builder, a stop work order is automatically issued by the ACC until all items listed in the stop work order have been reviewed by ACC and given approval to proceed.

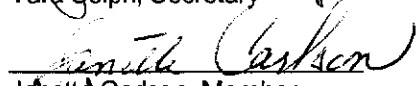
**AMENDMENT**  
**Community Architectural Design Guide**

WE HEREBY CERTIFY that the foregoing is the original, true and correct copy of the Community Architectural Design Guide amended and approved by the Board of Trustees of the Jeremy Ranch Owners Association on the 18<sup>th</sup> day of March 2004.

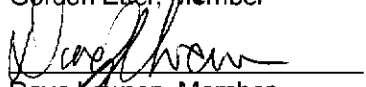
  
Emily Ann Johnson, President

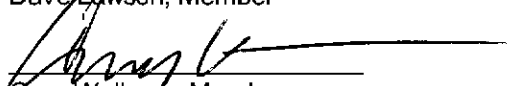
  
Michael Howard, Vice President

  
Yara Selph, Secretary

  
Janette Carlson, Member

  
Gordon Etter, Member

  
Dave Lawson, Member

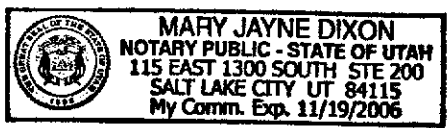
  
Greg Wolbach, Member

STATE OF UTAH Utah )

COUNTY OF Summit )

:ss.

On this 18<sup>th</sup> day of March 2004, personally appeared before me Emily Ann Johnson, Michael Howard, Yara Selph, Janette Carlson, Gordon Etter, Dave Lawson, and Greg Wolbach to me known or having been properly identified to me and who, being by me duly sworn, did say that they are the Board of Trustees of the Jeremy Ranch Owners Association; and they acknowledged to me that they executed the foregoing Community Architectural Design Guide on behalf of the Association by their authority as governing board.



  
Notary Public