

When recorded, return to:

Pine Meadow Ranch Owners
PO Box 95567
South Jordan UT 84095-0567

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20__ by and between the PINE MEADOW RANCH HOME OWNERS ASSOCIATION (“Pine Meadow”), and _____, an individual (“Owner”), owner of certain property located adjacent to other lands that are a part of Pine Meadow.

RECITALS:

A. Owner is the owner of a parcel of land, Parcel SS-_____, located in Summit County, Utah (the “Property”), which Owner proposes to have considered as if a part of Pine Meadow.

B. Owner has agreed to join the Property to Pine Meadow by this Agreement and to submit it to the jurisdiction of Pine Meadow so that he and his successors-in-interest will hereafter enjoy the same rights and responsibilities and assume the same burdens as other Pine Meadow members. Pine Meadow has agreed to accept the Property and treat it as if annexed into Pine Meadow, after conclusion of arrangements by Owner for water service to the Property acceptable to the Pine Meadow Mutual Water Company.

NOW THEREFORE, in consideration of the covenants and obligations described herein, the sufficiency of which are acknowledged, the parties agree as follows:

1. On behalf of himself and his successors-in-interest, Owner hereby irrevocably submits and dedicates the Property to the jurisdiction of Pine Meadow as if it had been included in the land originally platted as the Pine Meadow Ranch and Forest Meadow Ranch subdivisions. Owner agrees to grant to Pine Meadow by contract the same authority over the Property that Pine Meadow would have had if the various Pine Meadow Ranch and Forest Meadow Ranch Covenants, Conditions and Restrictions, (including, but not limited to, the Declaration of Covenants, Conditions and Restrictions recorded with the Summit County Recorder on September 28, 1973 as Entry Number 120967, Book M 50, Pages 521 through 530) had all been recorded against the Property, including the right to file liens against the Property for non-payment of regular and special assessments. In his own behalf and on behalf of his successors-in-interest in ownership of the Property, Owner agrees to join Pine Meadow and to discharge all obligations shared by the members of Pine Meadow, including observance of rules and regulations relating to architectural control and use of roadways and open space, and the payment of impact fees and all regular and special assessments on the same basis as the owners of platted lots currently within Pine Meadow's boundaries. Owner and his successors-in-interest shall in turn receive all rights and privileges accorded other members of Pine Meadow.

2. Plans for all future improvements to the Property shall be submitted to Pine Meadow for review and approval on the same basis as improvements to all other lots within its jurisdiction.

3. In recognition of the covenants undertaken by Owner in this Agreement, Pine Meadow agrees to recognize the rights of Owner and his successors-in-interest in ownership of the Property to the use of the Pine Meadow roadways and open space, in the same manner and under the same rules as other Pine Meadow members. It is the intent of the parties that the rights granted under this Agreement, and the obligations assumed hereunder, shall be appurtenant to and shall continue to benefit and burden the Property except that, should Owner and/or his successors-in-interest in ownership of the Property fail to pay Pine Meadow's regular and special assessments on a timely basis or otherwise act in contravention of Pine Meadow's rules and regulations as they may exist from time to time, then Pine Meadow may, in its sole discretion and in addition to the rights and remedies granted in Paragraph 1, above, elect to terminate the membership and access rights granted hereunder.

4. This Agreement, once executed by both parties, may be recorded with the office of the Summit County Recorder.

5. At any time, and from time to time after execution of this Agreement, the parties agree to do and to perform such further acts and to execute and deliver such further documents as may be reasonably necessary to carry out the purpose and intent of this Agreement.

6. This Agreement is made under and shall be construed and enforced in accordance with the laws of the State of Utah.

