

Below are the recorded CC&Rs (covenants) for Plat A followed by those for the rest of Section 21 and then Forest Meadow Ranch. Note: If you need an original and completely accurate copy of these covenants, they are available from Summit County Offices in Coalville. These pages have been transcribed.

## **RESERVATIONS AND PROTECTIVE COVENANTS**

### **PINE MEADOW RANCH**

#### **KNOW ALL MEN BY THESE PRESENTS:**

That Pine Meadow Ranch, a Utah Corporation, being the owner of the following described premises, situated within the County of Summit, State of Utah, to-wit:

All of Plat A which is part of Section 21, Township 1 North, Range 4 East, Salt lake Base and Meridian; which will consist of lots of the Pine Meadow Ranch Subdivisions within this area; in an attempt to preserve the natural beauty and environment state of the aforesaid area, hereby desire to establish and limit the development, use and enjoyment of the aforesaid land by making said premises subject to the following express reservations, restrictions and covenants; to wit:

1. The owner or occupant of each and every lot of the above described area, by acceptance of title thereto or by taking possession thereof, regardless of whether or not the conveyance specifically provides therefor, covenants and agrees to accept, be bound by, to act in accordance with and not to abrogate or act in contradiction of any of the reservations and restrictive covenants herein enumerated.
2. The Pine Meadow Ranch Property Owners Association (PMRPOA) shall and are hereby named responsible for the administration and enforcement of the reservations and restrictive covenants enumerated herein. For that purpose the PMRPOA shall appoint or elect one or more persons to a committee formed for the exclusive purpose of administrating and enforcing the provisions herein set forth. This committee shall be known as the Environmental Control Committee (ECC) and is empowered to set up reasonable rules and regulations to properly administer and enforce these requirements. This committee shall also have the power to make reasonable exceptions, for cause showing, to any and all reservations and restrictive covenants herein enumerated whether specifically so provided or not.
3. The minimum lot or parcel size of said property shall be as they are recorded with Summit County, therefore. no property owner of said property shall re-subdivide his lot or lots of Pine Meadow Ranch. Resale of the lots and layouts of Pine Meadow Ranch Subdivision shall be permissible within five years unless accomplished by other than through public advertising, however, in no event shall "for sale" signs or other visual displays ever be allowed on said property.
4. Only permanent structures that are in conformance with the specifications and requirements of and after proper approval from the ECC, Summit County and any required State Agency or organization shall be constructed, erected, moved on to , or maintained on said property. No

temporary structure of any kind or size shall be permitted except (1) when used for a reasonable period to aid in the construction of an approved structure, or (2) for brief vacation periods. The term structure shall mean for this paragraph and for all other paragraphs of this document the following: Any building, improvement<sup>1</sup> shack, tent, trailer, mobile home, dwelling place, garage, storage shed, and any other type of structure having similar characteristics of the aforementioned items. To implement the procedure required herein a property owner shall follow these steps before taking any steps towards putting a structure on his property:

- a) Check with the ECC to obtain any prepared specifications or requirements for said structures.
- b) Submit preliminary plans to the ECC for approval.
- c) Submit evidence that all County and State requirements have been complied with.
- d) After approval, proceed only in accordance with the directions of and in compliance with the plans approved by the ECC.

5. No structure constructed, erected or maintained on any lot or portion thereof shall consist of less than 400 square feet of living area on the ground floor, not including carport or garages.

6. Only one dwelling will be permitted per one-half acre, although a clustering of dwellings will be permitted on multi-acre lots when approved by the ECC. Special permission must be obtained from the ECC, before more than two structures of any kind or size will be permitted on any lot, regardless of the lot size.

7. The location of any structure, e.g., distance from all lot boundary lines, shall be approved by the ECC in accordance with their regulations, but in no event less than that which is required by Summit County or any other governmental organization.

8. No signs or other advertisements shall be erected or maintained on said property or any structure thereon.

9. No animals, except a reasonable number of domestic pets (dogs, cats, etc.) Horses and livestock, may be kept, bred, or raised for any commercial purposes on said property. The ECC will determine what is a reasonable number.

10. No garbage, refuse, obnoxious or offensive material or objects, weeds or any other unsightly growth shall be permitted to accumulate, grow or remain on any said lots. The property owner shall dispose of any of the above described conditions and items in accordance with accepted sanitary practices and in accordance with the ECC rules and requirements. In the event any property owner fails to keep his property free from the above described conditions and items, then after a ten day written notice to so comply and the failure of the property owner to so act, the ECC may enter (such entry shall not be deemed a trespass) upon such land and dispose of said conditions or items at the expense of the owner (due and payable immediately) and any expense incurred thereby shall be a lien against said property in favor of the PMRPOA until paid in full and the collection of said expenses shall be permissible through all legal means

including interest, costs of court and reasonable attorney's fees.

11. Only natural fences and natural looking fences shall be permitted as boundary lines, no barbed wire or chain link fences may be used for such purposes. Within the property owner's boundary lines and for a limited area and use only, any type of fence may be used, subject to ECC approval.

12. No hunting of any nature, kind shall be permitted within the area covered by the Pine Meadow Ranch Subdivisions, except in specifically approved areas, if any, by the ECC. Firearms target shooting is permitted but only in specifically approved areas.

13. The flow of any stream, creek or spring may not be stopped or dammed up nor may any lot or parcel be increased in size by filling in the water that abuts it. The elevation of any lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. No rock, gravel or soil shall be excavated or removed from any lot for commercial purposes. The only exception being in the event the developing entity of the property elects to take material that will be used in the improvement of Pine Meadow Ranch.

14. All vehicles operated on said property shall be properly licensed, inspected and maintained so as not to create a dangerous situation, become a nuisance, nor emit unreasonable smoke, oil or noise; said vehicles shall be operated only on the properly defined roads and right-of-ways and not in any manner which will cause damage or harm to the natural environment and landscape of said property. The ECC shall have the power to restrict the use of any vehicle which creates such a nuisance or noise so as to prevent the majority from the proper enjoyment of their property. In no event will motor driven bikes or other vehicles be permitted unless noise is muffled to meet the noise standards of the ECC.

15. Extreme caution must be exercised in the handling of fire, therefore, no open fires shall be permitted except in areas and/or devices such as fire pits, approved by the ECC. An ABC-6 to 10 lb portable fire extinguisher shall be required before any fire of any size may be started(ignited), and any dwelling must have said fire extinguisher and an outside water faucet with at least 75 feet of hose. The ECC shall properly provide notice these requirements to all property users and set up fines and penalties for their violation.

16. The development of facilities for the disposal of sewage waste shall be accomplished only after approval and inspection of and in accordance with rules and regulation of the Utah State Division of Health and the Summit County Health Department and specifically Part IV the Code of Waste Disposal Regulations, Utah State Division of Health.

17. Pine Meadow Ranch or its assignee does reserve the right with respect to the property covered hereby to determine the course, extent and direction of any easements necessary for the purpose of installing and maintaining any public utility facilities and for such other purposes commonly incidental to the development of said property. All claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby against Pine Meadow Ranch, or any utility company or municipality, or any of its agents or servants are hereby waived by the owners. Pine Meadow Ranch, or its assignee, does further reserve the right to change, establish, layout a new, or

discontinue any road, street, right-of-way or easement which may be at any time established necessary or not necessary for ingress or egress to and from an owner's lot. subject to the approval of any governmental authority, if required. The property conveyed in Pine Meadow Ranch Subdivisions are so conveyed subject to the right of Pine Meadow Ranch, as in this Paragraph 17 provided, which right may be exercised by Pine Meadow Ranch, or its assignee, without compensation to a property owner.

18. In the event Pine Meadow Ranch, its assignee, or PMRPOA desire or are required by a governmental authority to develop improvements, including but not limited to electricity, gas, telephone, sewers, waste, etc., all property owners, occupants, users or their assigns of the real property covered hereby shall connect to and become a user of said facilities within a reasonable time after installation and shall be responsible for their proportionate share of the development expenses, costs and charges. Said proportionate share shall be calculated on a per acre or portion thereof basis and due thirty days before construction.

19. The violation of any of the reservations or covenants herein set out by any property owner, occupant, or person claiming under them or any other person shall be subject to prosecution by any other property owner of the real property included herein, the PMRPOA, Pine Meadow Ranch, or its assignee, jointly or severally, shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these Reservations and Restrictions exist and summarily abate or remove the same at the expense of the owner, which expense shall become a lien upon the property from which removed and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the Reservations and Restrictions shall not bar their future enforcement.

20. Invalidation of any of the provisions of this document by judgment of court order shall in no wise affect any of the other provisions herein, which shall remain in full force and effect.

21. Should the owner fail, neglect or refuse to satisfy and discharge any fine, lien or penalty arising, hereunder within thirty (30) days, or it should become necessary to enforce the provisions herein, the PMRPOA, the ECC and/or Pine Meadow Ranch, or its assignee as the case may be, shall have the right to interest on such fine, lien or penalty at the rate of one and one-half per cent per month until paid and shall be entitled to receive all costs of collection and/or enforcement, including a reasonable attorney's fee.

22. The reservations and restrictive covenants herein set out are to run with the land and shall be binding upon all persons owning or occupying any lot, parcel or portion of the real property enumerated at the beginning hereof until January 1, 1990, and for successive twenty (20) year periods unless: (a) Within six (6) months of the end of the initial period or any twenty (20) year period thereafter written agreement executed by the then record owners of more than three-quarters (3/4) in area of said real property included herein is recorded with the Summit County Recorder and the terms of said agreement change, modify or extinguish in whole or in part the reservations and restrictive covenants enumerated herein. (b) It is amended by the recording of a written instrument enumerating said amendments which has been executed by at least three-quarters (3/4) of the then existing record owners of the area covered hereby and the recording of an affidavit by the PMRPOA certifying that all record owners concerned herewith received

notice of the amendments.

**BOOK M50 PAGE 521**

**DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS THIS  
DECLARATION,**

made on the 15th Day of August, 1973, by PINE MEADOW RANCH, INC., hereinafter referred to as "Declarant."

**WITNESSETH:**

WHEREAS, Declarant is the owner of or intends to acquire certain property in Summit County, State of Utah, which is more particularly described as:

The South one half of Section 16; the East half of the Southeast Quarter of Section 17; the East half of the East half of Section 20; All of Section 21; all in Township 1 North, Range 4 East, Salt Lake Base and Meridian (containing approximately 1,200 acres).

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**BOOK M50 PAGE 522**

**ARTICLE I - DEFINITIONS**

Section 1. "Association" shall mean and refer to Pine Meadow Ranch Home Owners' Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entitles, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.  
The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision

map of the Properties with the exception of the Common Area.

### **BOOK M50 PAGE 523**

Section 6. "Declarant" shall mean and refer to Pine Meadow Ranch, Inc., its successors and assigns if such successors or assigns should acquire; more than one undeveloped Lot from the Declarant for the purpose of development.

### **ARTICLE II - PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each member agreeing to such dedication or transfer has been recorded.

### **BOOK M50 PAGE 524**

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers.

### **ARTICLE III - MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The association shall have only one class of voting membership. A member shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in event shall more than one vote be cast with respect to any Lot.

## **ARTICLE IV - COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to

### **BOOK M50 PAGE 525**

be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for improvement and maintenance of the recorded roads, Common Area, and of the homes situated upon the Properties.

Section 3. It is agreed that the Association has the right, in the event any member allows his lot or lots to become an eye-sore, unattractive, or nuisance by means of neglect or carelessness, to cause the lot to be corrected. The cost of such correction to be paid by the members and to become a lien on the lot being so corrected. However, before the Association can take such action the member must be given 30-days written notice by registered mail.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association

### **BOOK M50 PAGE 526**

may levy, in any assessment year, a special assessment applicable in that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each member whom are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to

all members not less than 30 days not more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for services provided for all Lots, and may be collected on a monthly, quarterly or annual basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all

### **BOOK M50 PAGE 527**

lots on the first day of this month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) day in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosures or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to

### **BOOK M50 PAGE 528**

payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.



Section 10. Rubbish Removal. It is agreed that the association will contract annually to remove the personal rubbish from a common pick-up area.

## **ARTICLE V - ARCHITECTURAL CONTROL**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the general nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## **ARTICLE VI - GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding law or in equity, all restrictions, conditions, covenants, reservations, liens and

### **BOOK M50 PAGE 529**

charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver or the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions or this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by and instrument signed by not less than ninety percent (90%) of the lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

Section 4. Annexation. Additional property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the outstanding votes.

**IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE**

Declarant herein, has hereunto set its hand and seal this 15 day of August 1973 .

PINE MEADOW RANCH

Declarant

By W. Brent Jensen

Its \_\_\_President\_\_\_\_\_

**BOOK M50 PAGE 530**

STATE OF UTAH )  
COUNTY OF SUMMIT : ss.  
)

On the 28th day of September 1973, personally appeared before me W. Brent Jensen, who being by me duly sworn, did say that he is the President of Pine Meadow Ranch and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said W. Brent Jensen Acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
Reed D. Pace, Notary Public

Residing in Summit County

My Commission Expires:

February 18, 1975

IN WITNESS WHEREOF, PINE MEADOW RANCH has caused this document to be executed in it's name by it's President, this 10th day of January, 1972.

**RESERVATIONS AND RESTRICTIVE COVENANTS**

**FOREST MEADOW RANCH**

**KNOW ALL MEN BY THESE PRESENTS:**

That Deseret Diversified Development, a Utah Corporation, being the owner of the following described premises, situated within the County of Summit, State of Utah, to-wit:

The South half of Section 22, Township 1 North, Range 4 East, Salt Lake Base and Meridian; which will consist of all the lots of the Forest Meadow Ranch Subdivisions within this area; hereby desire to establish and limit the development, use and enjoyment of the aforesaid land

by making said premises subject to the following express reservations, restrictions and covenants; to-wit:

1. The owner or occupant of each and every lot of the above described area, by acceptance of title thereto or by taking possession thereof, regardless of whether or not the conveyance specifically provides therefore, covenants and agrees to accept, be bound by, to act in concordance with and not to abrogate or act in contradiction of any of the reservations and restrictive covenants herein enumerated.

2. The Forest Meadow Ranch Property Owners Association (FMRPOA). shall and are hereby named responsible for the administration and enforcement of the reservations and restrictive covenants enumerated herein. For that purpose the FMRPOA shall appoint or elect one or more persons to a committee formed for the exclusive purpose of administering and enforcing the provisions herein set forth. This committee shall be known as the Environmental Control Committee (ECC) and is empowered to set up reasonable rules and regulations to properly administer and enforce these requirements. This committee shall also have the power to make reasonable exceptions, for cause showing, to any and all reservations and restrictive covenants herein enumerated whether specifically so provide or not.

3. The minimum lot or parcel size of said property shall be twenty thousand square feet in area, therefore no property owner of said. property shall subdivide his lot or lots in such a manner that any lot or parcel shall be less than approximately one-half acre, more or less in area; nevertheless, no re-subdivision whatsoever of the lots and layouts of Forest Meadow Ranch Subdivision shall be permissible within five years unless accomplished by other than through public advertising, however, in no event shall for sale signs or other visual displays ever be allowed on said property.

4. Only permanent structures that are in conformance with the specifications and requirements of and after proper approval from the CC, Summit County and any required State Agency or Organization shall be constructed, erected, moved on to, or maintained on said property. No temporary structure of any kind or size shall be permitted except (1) when used for a reasonable period to aid in the construction of an approved structure, or (2) for brief vacation periods. The term structure shall mean for this paragraph and for all other paragraphs of this document the following: Any building, improvement, shack, tent, trailer, mobile home, dwelling place, garage, storage shed, and any other type of structure having similar characteristics of the aforementioned items. Supplement the procedure required herein a property owner shall follow the following steps before taking any steps towards putting a structure on his property:

a) Check with the ECC to obtain any prepared specifications or requirements for said structures.

b) Submit preliminary plans to the ECC for approval.

c) Submit evidence that all County and State requirements have been complied with..

d) After approval, proceed only in accordance with the directions of and in compliance with the plans approved by the ECC.

5. No structure constructed, erected or maintained on any lot or portion thereof shall consist of less than 400 square feet of living area, not including carport or garages.

6. Only one dwelling will be permitted per one-half acre, although a clustering of dwellings will be permitted on multi-acre lots when approved by the ECC. Special permission must be obtained from the ECC, before more than two structures of any kind or size shall be permitted on any lot, regardless of the lot size.

7. No structure, or any part thereof, shall be constructed, erected or maintained on any lot closer than one hundred (100) feet any lot boundary line or road right-of-way.

8. No signs or other advertisements shall be erected or maintained on said property or any structure thereon.

9. No animals, except a reasonable number of domestic pets (dogs, cats, etc.) horses and livestock, may be kept, bred, or raised on said property; nor may any animal including the above exceptions be kept, bred or raised for any commercial purposes on said property. The ECC shall determine what is a reasonable number.

10. No garbage, refuse, obnoxious or offensive material or objects, weeds or any other unsightly growth shall be permitted to accumulate, grow or remain on any said lots. The property owner shall dispose of any of the above described conditions and items in accordance with accepted sanitary practices and in accordance with the ECC rules and requirements. In the event any property owner fails to keep his property free from the above described conditions and items, then after a ten day written notice to so comply and the failure of the property owner to so act, the ECC may enter (such entry shall not be deemed a trespass) upon such land and dispose of said conditions or items at the expense of the owner (due and payable immediately) and any expense incurred thereby shall be a lien against said property in favor of the FMRPOA until paid in full and the collection of said expenses shall be permissible through all legal means including interest, costs of court and reasonable attorney's fees.

11. Only natural fences and natural looking fences shall be permitted as boundary lines, no barbed wire or chain link fences may be used for such purposes. Within the property owner's boundary lines and limited area and use only, any type of fence may be used, subject to ECC approval.

12. No hunting or firearms of any nature, size or kind shall be permitted within the area covered by the Forest Meadow Ranch Subdivision except within specifically approved areas, if any, by the ECC.

13. The flow of any stream, creek or spring may not be stopped or dammed up nor may any lot or parcel be increased in size by filling in the water that abuts it. The elevation of any lot shall not be changed so as to materially effect the surface elevation or grade of the surrounding lots. No rock, gravel or clay shall be excavated or removed from any lot for commercial purposes.

14. All vehicles operated on said property shall be properly licensed, inspected and maintained

so as not to create a dangerous situation, become a nuisance, nor emit unreasonable smoke, oil or noise; vehicles shall be operated only on the properly defined roads and rights-of-ways and not in any manner which will cause damage or harm to the natural environment and landscape of said property. The ECC shall have power to restrict the use of any vehicle which creates such a nuisance or noise so as to prevent the majority from the proper enjoyment of their property.

15. Extreme caution must be exercised in the handling of fire, therefore no open fires shall be permitted except in areas and/or devices such as fire pits, approved by the ECC . A fire extinguisher shall be required before any fire of any size may be started (ignited). The ECC shall properly provide notice of these requirements to all property users and set up fines and penalties for their violation.

16. The development of facilities for the disposal of sewage waste shall be accomplished only after approval and inspection of and in accordance with rules and regulations of the Utah State Division of Health and the Summit County Health Department and specifically Part IV of the Code of Waste Disposal Regulations, Utah State Division of Health.

17. Deseret Diversified Development, does reserve the right with respect to the property covered hereby to determine the course, extent and direction of any easements necessary for the purpose of installing and maintaining any public utility facilities and for such other purposes commonly incidental to the development of said property. All claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby against Deseret Diversified Development, or any utility company or municipality, or any of its agents or servants are hereby waived by the owners. Deseret Diversified Development does further reserve the right to change, establish, lay out a new, or discontinue any road, street, right-of-way or easement which may be at any time established necessary or not necessary for ingress or egress to and from an owner's lot, subject to the approval of any governmental authority, if required. The property conveyed in Forest Meadow Ranch Subdivisions are so conveyed subject to the right of Deseret Diversified Development, as in this Paragraph 17 provided, which right may be exercised by Deseret Diversified Development without compensation to a property owner.

18. In the event Deseret Diversified Development or FMRPOA desire or are required by any governmental authority to develop improvements, including but not limited to electricity, gas, telephone, sewers water, etc., all property owners occupants, users or their assigns of the real property covered hereby shall connect to and become a user of said facilities within a reasonable time after installation and shall be responsible for their proportionate share of the development expenses, costs and charges. Said proportionate share shall be calculated on a per acre or portion thereof basis and due thirty days before construction.

19. The violation of any of the reservations or covenants herein set out by any property owner, occupant, or person claiming under them or any other person shall be subject to prosecution by any other property owner of the real property included herein, the FMRPOA or Deseret Diversified Development, said prosecution may take the form of any legal proceeding in law or equity against the offending person or Persons and may seek any and all lawful remedy therefor. In addition to the foregoing rights, the FMRPOA, the ECC or Deseret Diversified

Development jointly or severally, shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these Reservations and Restrictions exists and summarily abate or remove the same at the expense of the owner, which expense shall become a lien upon the property from which removed and any such entry and abatement or removed shall not be deemed a trespass. The failure promptly to enforce any of the Reservations and Restrictions shall not bar their enforcements.

20. Invalidation of any of the provisions of this document by judgment or court order shall in no wise affect any of the provisions therein, which shall remain in full force and effect.

21. Should the owner fail, neglect or refuse to satisfy and discharge any fine, lien or penalty arising, hereunder within thirty days, or it should become necessary to enforce the provisions herein, the FMRPOA, the ECC and/or Deseret Diversified Development as the case may be, shall have the right to interest on such fine, lien or penalty at the rate of one and one-half percent per month until paid and shall be entitled to receive all costs of collection and/or enforcement including reasonable attorney's fee.

22. The reservations and restrictive covenants herein set out to run with the Land and shall be binding upon all persons owning or occupying any lot, Parcel or portion of the real property enumerated at the beginning thereof until January 1, 1990, and for successive twenty (20) year periods. Unless within six (6) months of the end of the initial Period or any twenty (20) year period thereafter a written agreement executed by the then record owners of more than three-quarters (3/4) in area of said real property included herein is recorded with the Summit County Recorder and the terms of said agreement change, modify or extinguished in whole or in part the reservations and restrictive covenants enumerated herein thereafter, these reservations and restrictive covenants as changed, modified or extinguished by said agreement shall continue in force for successive twenty (20) year periods, until they are changed, modified or extinguished in the manner herein provided.

IN WITNESS WHEREOF, DESERET DIVERSIFIED DEVELOPMENT  
has caused this document to be executed its name by its President, this 8th day  
of July, 1971.

DESERET DIVERSIFIED DEVELOPMENT  
By: \_(W. Brent Jensen -signature\_\_\_)  
President