

1971 DECLARATION, PROPOSED CHANGES REDLINED

AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR THAYNES CANYON SUBDIVISION

~~THIS DECLARATION is made this 26th day of August, 1971 by GREATER
PARK CITY COMPANY, a Utah corporation.~~

RECITALS

WHEREAS,

- A. The Declaration of Protective Covenants for Thaynes Canyon Subdivision (the “Founding Declaration”) was recorded by Greater Park City Company, a Utah corporation, as Entry No. 113868, Book M3, pages 692-707, on August 26th, 1971, in the office of the Summit County Recorder; and one amendment to Exhibit A was recorded as Entry No. 114236, Book M32, pages 620-623, on October 20th, 1971, in the office of the Summit County Recorder.
- B. The Lot Owners of Thaynes Canyon Subdivision now desire to (1) remove from the Founding Declaration the HOA provision, including any architectural committee, board, or other function; and (2) rescind all governing documents except this Declaration.

AMENDED DECLARATION, AS PROPOSED

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- B. The Lot Owners of Thaynes Canyon Subdivision now desire to (1) remove from the Founding Declaration the HOA provision, including any architectural committee, board, or other function; and (2) rescind all governing documents except this Declaration.

C. This Amended and Restated Declaration of Protective Covenants for Thaynes Canyon Subdivision (hereafter the “Declaration”) shall replace all prior declarations, supplements, and amendments and shall take effect immediately upon recording in the office of the Summit County Recorder.

NOW, THEREFORE, pursuant to the requirements set forth in Section 8.2 of the Founding Declaration, the Lot Owners of Thaynes Canyon Subdivision do approve this amendment.

I. PURPOSE OF COVENANTS.

1.1 ~~It is the intention of Greater Park City Company, expressed by its execution of this instrument, The intention of this instrument is~~ that the property within Thaynes Canyon Subdivision be developed and maintained as a highly desirable residential area. It is the purpose of these covenants that the present natural beauty, view and surrounding of Thaynes Canyon Subdivision shall always be protected insofar as is possible in connection with the uses and structures permitted by this instrument. Greater Park City Company hereby declares that the Property and every part hereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied and improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of ownership referred to herein and are further declared to be for the benefit of the Property and every part thereof and for the benefit of each owner thereof. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes as the case may be, and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereinafter owning any interest in the Property.

C. This Amended and Restated Declaration of Protective Covenants for Thaynes Canyon Subdivision (hereafter the “Declaration”) shall replace all prior declarations, supplements, and amendments and shall take effect immediately upon recording in the office of the Summit County Recorder.

NOW, THEREFORE, pursuant to the requirements set forth in Section 8.2 of the Founding Declaration, the Lot Owners of Thaynes Canyon Subdivision do approve this amendment.

I. PURPOSE OF COVENANTS.

1.1 The intention of this instrument is that the property within Thaynes Canyon Subdivision be developed and maintained as a highly desirable residential area. It is the purpose of these covenants that the present natural beauty, view and surrounding of Thaynes Canyon Subdivision shall always be protected insofar as is possible in connection with the uses and structures permitted by this instrument. Greater Park City Company hereby declares that the Property and every part hereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied and improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of ownership referred to herein and are further declared to be for the benefit of the Property and every part thereof and for the benefit of each owner thereof. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes as the case may be, and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereinafter owning any interest in the Property.

II. DEFINITIONS.

2.1 Declarant: "Declarant" means Greater Park City Company, together with its successors and assigns.

2.2 Property: "Property" means that certain real property located in Summit County, Utah, described in Exhibit A attached hereto.

2.3 Building: "Building" means any building constructed on the Property.

2.4 Lot: "Lot" shall mean any parcel of property shown on the record Subdivision plat.

2.5 Subdivision: "Subdivision" shall mean Thaynes Canyon Subdivision as recorded in the records of Summit County.

III. THAYNES CANYON HOMEOWNERS ASSOCIATION.

3.1 Owners hereby repeal Section III., Thaynes Canyon Homeowners Association, and other than this Declaration rescind all governing documents, including any articles of incorporation, bylaws (recorded or unrecorded), and rules and regulations. This Declaration, as amended herein, shall remain in full force and effect. No homeowner association, association of the lot owners, architectural committee or any other governing or enforcing body is formed or authorized by this Declaration or otherwise.

3.1 General Purposes and Powers: Thaynes Canyon Homeowners Association ("Association") has been formed and incorporated as a Utah nonprofit corporation to be constituted and to perform functions as provided

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~~in this Declaration and to further the common interests of all owners of property which may be subject, in whole or in part, to any or all of the provisions, covenants, conditions and restrictions contained in this Declaration. The Association shall be obligated to and shall assume and perform all functions and obligations imposed on it or contemplated for it under this Declaration and any similar functions or obligations imposed on it or contemplated for it under any Supplemental or Amended Declaration with respect to any Property now or hereafter subject to this Declaration. The Association shall have all powers necessary or desirable to effectuate these purposes. It shall not engage in commercial, profit making activity.~~

~~3.2 Membership in Thaynes Canyon Homeowners Association: All persons who own or acquire the title in fee to any of the lands in the Subdivision (other than lands dedicated as public roads), by whatever means acquired, shall automatically become Members of the Association, in accordance with the Articles of Incorporation of said Association as presently in effect and recorded or filed in the records of Summit County, Utah, and as the same may be duly amended from time to time and also filed or recorded in the Summit County records.~~

IV. ARCHITECTURAL COMMITTEE.

~~4.1 Owners hereby repeal Section IV., Architectural Committee.~~

~~4.1 Architectural Committee: The Architectural Committee shall consist of five members. The Committee shall consist of three members~~

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~~selected by the Declarant with the two remaining memberships being selected by the Thaynes Canyon Homeowners Association. At such a time as 90% of the lots are sold or in 5 years, whichever comes first, one (1) of the Declarant's memberships shall pass to the Homeowners Association. Said Architectural Committee shall have and exercise all of the powers, duties, and responsibilities set out in this instrument.~~

~~4.2 Approval by Architectural Committee: No improvements of any kind, including but not limited to dwelling houses, swimming pools, ponds, parking areas, fences, walls, garages, drives, antennae, flag poles, curbs and walks shall ever be erected, altered or permitted to remain on any lands within the Subdivision, nor shall any excavating, alteration of any stream, clearing, removal of trees or shrubs, or landscaping be done on any lands within the Subdivision, unless the complete architectural plans and specifications, a site plan, and a grading or excavation plan showing the location and the orientation thereof for such erection or alteration and landscaping are approved by the Architectural Committee prior to the commencement of such work. All of such plans and specification shall be prepared and signed by a practicing licensed architect and a fee of \$50 shall be paid to the Architectural Committee to cover costs and expenses of review. Improvements to be done after the initial improvements costing less than \$500 shall be submitted as directed to the Architectural Committee for approval but the fee of \$50 shall not be required. The Architectural Committee shall consider the materials to be used on the external features of~~

~~said buildings or structures, including exterior colors, harmony of external design with existing structures within said subdivision, location with respect to topography and finished grade elevations and harmony of landscaping with the natural setting and surrounding native trees, bushes and other vegetation. The complete architectural plans and specifications must be submitted in duplicate, must include at least four different elevation views, and must be in accordance with the then current Architectural Guide for Thaynes Canyon Subdivision. One~~

~~complete copy of plans and specifications shall be signed for identification by the owner and left with the Architectural Committee. In the event the Architectural Committee fails to take any action within 45 days after complete architectural plans for such work have been submitted to it, then all of such submitted architectural plans shall be deemed to be approved. In the event the Architectural Committee shall disapprove any architectural plans, the person submitting such architectural plans may appeal the matter at the next annual or special meeting of the Members of the Association, where an affirmative vote of at least two thirds of the membership shall be required to change the decision of the Architectural Committee.~~

~~4.3 Variances: Where circumstances, such as topography, hardship, location of property lines, location of trees, brush, streams or other matters require, the Architectural Committee may, by an affirmative vote of a majority of the members of the Architectural Committee, allow reasonable variances as to any of the covenants and restrictions contained in this~~

~~instrument, on such terms and conditions as it shall require.~~

~~4.4 General Requirements: The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping, and alterations on the lands within the Subdivision conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siting, height, topography, grade and finished ground elevation. The Architectural Committee shall exercise its best efforts to protect the natural view of each Lot insofar as such protection is consistent with the overall development.~~

~~4.5 Preliminary Approvals: Persons who anticipate constructing improvements on lands within the Subdivision, whether they already own lands or are contemplating the purchase of such lands, shall submit preliminary sketches of such improvements to the Architectural Committee in accordance with the then current Architectural Guide for Thaynes Canyon Subdivision, for informal and preliminary approval or disapproval. All preliminary sketches shall be submitted in duplicate and shall contain a proposed site plan together with sufficient general information on all aspects that will be required to be in the complete architectural plans and specifications to allow the Architectural Committee to act intelligently on giving an informed and preliminary approval or disapproval. The Architectural Committee shall never be finally committed or bound by any preliminary or informal approval or disapproval until such time as complete architectural plans are~~

~~submitted and approved or disapproved.~~

~~4.6 Architectural Guide: The Architectural Committee shall prepare and may amend from time to time, and shall make available to owners of Lots, an Architectural Guide for the Subdivision, which Guide may specify styles, materials, colors and any other architectural requirements, landscaping or any other matter affecting the appearance of the property as well as improvements thereon.~~

~~4.7 Architectural Plans: The Architectural Committee shall disapprove any architectural plans submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.~~

~~4.8 Architectural Committee Not Liable: The Architectural Committee shall not be liable in damages to any person submitting any architectural plans for approval, or to any owner or owners of lands within the Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such architectural plans. Any person acquiring the title to any Property in the Subdivision or any person submitting plans to the Architectural Committee for approval, by so doing shall be deemed to have agreed and covenanted that he or it will not bring any action or suit to recover damages against the Architectural Committee, its members as individual, or its advisors, employees, or agents.~~

~~4.9 Written Records: The Architectural Committee shall keep and safeguard complete written records of all applications for approval~~

~~submitted to it (including one set of all preliminary sketches and all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument which records shall be maintained for a minimum of five years after approval or disapproval.~~

~~4.10 Occupancy: No Building within the Property shall be occupied until and unless the owner of any Building shall first have obtained a written final inspection and approval from the Architectural Committee stating that the owner has completed the Building in accordance with, and complied with, all approved plans and is entitled to occupancy.~~

V. GENERAL RESTRICTIONS ON ALL PROPERTY.

5.1 Zoning Regulations: No lands within the Subdivision shall ever be occupied or used by or for any Building or purpose or in any manner which is contrary to the zoning regulations applicable thereto validly in force from time to time.

5.2 No Mining, Drilling or Quarrying: No mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, shall ever be permitted on the surface of the Property.

5.3 No Business Uses: The lands within the Property shall be used exclusively for single family residential living purposes, such purposes to be confined to ~~approved~~ residential Buildings within the Property. No lands within the Property shall ever be occupied or used for any commercial or

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business purpose, provided, however, that nothing in this paragraph 5.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Lot owned by Declarant as a sales office, sales model property management office or rental office, or (b) any owner of his duly authorized agent from renting or leasing said owner's residential Building from time to time, subject to all of the provisions of this Declaration. This section shall not be construed to prevent an owner or renter from housing guests within the Building owned or rented, as long as such guests pay no rent or other fee or consideration for such housing and owner or renter signs an affidavit to such effect prior to any guest occupancy and delivers same to the Declarant.

5.4 Restriction on Signs: ~~Signs shall be restricted in accordance with state law and municipal code. With the exception of a sign no larger than three square feet identifying the architect and a sign of similar dimension identifying the prime contractor to be displayed only during the course of construction and a sign no larger than three square feet for the owner to advertise his home or lot for sale, no signs or advertising devices, including but without limitation, commercial, political, informational or directional signs or devices, shall be erected or maintained on any of the Property, except signs approved in writing by the Architectural Committee as to size, materials, color and location: (a) as necessary to identify ownership of the Lot and its addresses; (b) as necessary to give directions; (c) to advise of rules and regulations; (d) to caution or warn of danger, and (e) as may be required by law.~~

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5.4 Restriction on Signs: Signs shall be restricted in accordance with state law and municipal code.

5.5 Restrictions on Animals: ~~Animals shall be restricted in accordance with state law and municipal code. No animals or other pets shall be kept or allowed to remain on any Property unless and until written authorization is obtained from the Board of Trustees of the Association. The Board of Trustees, in its sole discretion, shall have the right to revoke such authorization at any time in its sole discretion and shall have the power to require any owner or lessee of lands in the Subdivision to remove any animal or other pet belonging to it which is not disciplined or which constitutes an undue annoyance to other owners or lessees of land in the Subdivision.~~

5.6 No Resubdivision: No Lot shall be resubdivided and no Building shall be constructed or allowed to remain on less than one full lot.

5.7 Underground Utility Lines: All water, gas, electrical, telephone and other electronic pipes and lines and all other utility lines within the limits of the Property must be buried underground and may not be exposed above the surface of the ground.

5.8 Service Yards: All clothes lines, equipment, service yards or storage piles on any Lot in the Property shall be kept screened by ~~approved~~ planting or fencing so as to conceal them from the view of neighboring Lots, streets, access roads and areas surrounding the Property.

5.9 Maintenance of Property: All Property and all improvements on any Lot shall be kept and maintained by the owner thereof in clean, safe, attractive and sightly condition and in good repair.

5.10 No Noxious or Offensive Activity: No noxious or offensive

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activity shall be carried on upon any Property nor shall anything be done or placed on any Property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

5.11 No Hazardous Activities: No activities shall be conducted on any Property and no improvements constructed on any Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Property; and no open fires shall be lighted or permitted on any Property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

5.12 No Unsightliness: No unsightliness shall be permitted upon any of the Property. Without limiting the generality of the foregoing, (a) any unsightly structures, facilities, equipment, tools, boats, vehicles other than automobiles, objects and conditions shall be enclosed within an ~~approved~~ Building or appropriately screened from view, except equipment and tools when in actual use for maintenance or repairs; (b) no trailers, mobile homes, tractors, truck campers or trucks other than pickup trucks shall be kept or permitted to remain upon the Property; (c) no vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned upon any of the Property; (d) no lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on any of the Property, except in service yards meeting the requirements of Section 5.9; (e) refuse, garbage and trash shall be placed and kept at all times in a

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covered container and such container shall be kept within an enclosed structure or appropriately screened from view; (f) hanging, drying or airing of clothing or household fabrics shall not be permitted within Buildings or on Lots if visible from Buildings, Lots or areas surrounding the Property: (g) utility meters or other utility facilities and gas, water or other tanks, and sewage disposal systems or devices shall be kept and maintained within an enclosed structure within the Property.

~~Notwithstanding the foregoing, if, at the time of occupancy of any approved structure on the Property, a connection to a nearby television cable is not available, and if a signal from a booster or translator is not being adequately produced into the area in the sole discretion of the Declarant, then a Lot owner may install a temporary television antennae on his Building provided said antennae is approved by the Architectural Committee as to size, height and location. If, at any time, a connection to a nearby television cable is or becomes available, owner shall promptly remove all television antennae previously installed, at owner's expense. Thereafter, no television antennae shall be permitted on the exterior of Buildings or any portion of the Property not improved with a Building.~~

5.13 No Annoying Lights, Sounds or Odors: No light shall be emitted from any Lot or Property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot or Property which is unreasonably loud or annoying including but without limitation, speakers, horns, whistles, bells or other sound devices, except security and

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fire alarm devices used exclusively to protect any of the Property or Buildings; and no odors shall be emitted from any Lot or Property which is noxious or offensive to others.

5.14 No Cesspools or Septic Tanks: No cesspools or septic tanks shall be permitted on any Property. ~~Any other type of sewage disposal system shall be installed only after approval by the Architectural Committee and all governmental health authorities having jurisdiction.~~

~~5.15 Rules and Regulations: No owner shall violate the rules and regulations for the use of the Lots as adopted from time to time by the Association. No such rules or regulations shall be established which violate the intention or provisions of this Declaration or which shall unreasonably restrict the use of any Lot by the owner thereof.~~

VI. ~~RESTRICTIONS ON LOTS.~~

6.1 Number and Location of Buildings: No Buildings or structures shall be placed, erected, altered, or permitted to remain on any Lot other than one single family dwelling house, and one garage. Each Lot must be improved with a garage with at least a two-car capacity at the time of construction of the dwelling house on the Lot.

~~The building sites for all such Buildings and structures shall be approved by the Architectural Committee. In approving or disapproving the building sites, the Architectural Committee shall take into consideration the locations with respect to topography and finished grade elevations and the~~

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~~effect thereof on the setting and surroundings of the Subdivision.~~

6.2 Residence Floor Area: The residence structure which may be constructed on a lot in the Property shall have a minimum living floor area, exclusive of garages, balconies, porches, and patios of 1200 square feet.

6.3 Dwelling House to be Constructed First: No garage or other structure shall be constructed on any Lot until after commencement of construction of the dwelling house on the same Lot ~~except as otherwise specifically permitted by the Architectural Committee~~. All construction and alteration work shall be prosecuted diligently, and each Building, structure, or improvements which is commenced on any Lot shall be entirely completed within 18 months after commencement of construction.

6.4 Setbacks: All Buildings and structures on all Lots shall be setback at least 10 feet from the side and rear lot lines. Front setbacks shall be in accordance with municipal code. ~~Architectural Committee shall establish the setback requirement from the front Lot line for each Lot. The "front Lot line" is defined to mean that Lot line of a Lot abutting on a dedicated road or on a private road. In the event a Lot abuts on both a dedicated road and a private road, or abuts on more than one of such roads, the owner or owners of such Lot shall select and designate the front Lot line on the plans and specifications to be submitted to the Architectural Committee. Such selection and designation of the front Lot line shall be binding upon said owner or owners and may not be revoked without prior~~

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~~written approval obtained from the Architectural Committee.~~

6.5 Height Limitations: No building or structure shall be placed, erected, altered or permitted to remain on any Lot which exceeds a height of 25 feet measured vertically from the average finished 'grade elevation of the foundation of such building or structure.

6.6 Towers and Antennae: ~~Towers and antennae shall be restricted in accordance with state law and municipal code. No towers, and no exposed or outside radio, television or other electronic antennae, with the exception of television antennae as provided in 5.12, shall be allowed or permitted to remain on any Lot.~~

6.7 Used or Temporary Structures: No used or previously erected or temporary house, structure, house trailer, mobile home, camper, or nonpermanent outbuilding shall ever be placed, erected, or allowed to remain on any Lot except during construction periods, and no dwelling house shall be occupied in any manner prior to its completion and approval ~~in accordance with Section 4.10 hereof for occupancy by the city.~~

6.8 Fences: ~~Fences shall be restricted in accordance with state and municipal code.~~ It is the general intention that all perimeter fencing within the Property have a continuity of appearance in keeping with the setting and surroundings of the Property. The term "perimeter fencing" is defined to mean fences along or near Lot lines or fencing not connected with a Building or structure. No fence shall be allowed to be constructed or remain across a stream on the Property. ~~All perimeter fencing shall be as specified~~

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~~in the Architectural Guide. Interior fences, screens or walls which are associated or connected with a Building or structure may be of such design, material and height as may be approved by the Architectural Committee.~~

6.9 Flashings and Roof Gutters: Flashing or roof gutters or other metal fittings on the exterior of Buildings shall be painted to match adjacent materials on Buildings.

6.10 Garbage Disposal Units: Each Building used as a dwelling house on the Property shall contain a functioning garbage disposal unit in the kitchen of such Building.

VII. ENFORCEMENT.

7.1 Enforcement and Remedies: The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to ~~the Association or~~ Lots shall be enforceable by Declarant or by any owner of a Lot subject to this Declaration by a proceeding for a prohibitive or mandatory injunction and in any other manner allowed by law. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to a person or entity or property of a person or entity other than the ~~Association or~~ Declarant shall be enforceable by Declarant ~~or the Association~~ by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid. If court proceedings are instituted in connection with the rights of enforcement and remedies

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6.10 Garbage Disposal Units: Each Building used as a dwelling house on the Property shall contain a functioning garbage disposal unit in the kitchen of such Building.

VII. ENFORCEMENT.

7.1 Enforcement and Remedies: The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to Lots shall be enforceable by Declarant or by any owner of a Lot subject to this Declaration by a proceeding for a prohibitive or mandatory injunction and in any other manner allowed by law. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to a person or entity or property of a person or entity other than the Declarant shall be enforceable by Declarant by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid. If court proceedings are instituted in connection with the rights of enforcement and remedies

provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

7.2 Protection of Encumbrancer: No violation or breach of any provision, restriction, covenant or condition contained in this Declaration or any Supplemental or Amended Declaration and no action to enforce the same shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or breach, or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser shall, however, take subject to this Declaration or any Supplemental or Amended Declaration except only that violations or breaches which occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors or assigns.

7.3 Limited Liability: Neither Declarant, ~~the Association, the Board of Trustees of the Association, the Architectural Committee~~ nor any ~~ownermember, nor any~~ agent or employee of any of the same, shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

VIII. GENERAL PROVISIONS.

8.1 Duration of Declaration: Any provision, covenant, condition or

provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

7.2 Protection of Encumbrancer: No violation or breach of any provision, restriction, covenant or condition contained in this Declaration or any Supplemental or Amended Declaration and no action to enforce the same shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or breach, or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser shall, however, take subject to this Declaration or any Supplemental or Amended Declaration except only that violations or breaches which occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors or assigns.

7.3 Limited Liability: Neither Declarant nor any owner, nor any agent or employee of any of the same, shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

VIII. GENERAL PROVISIONS.

8.1 Duration of Declaration: Any provision, covenant, condition or

restriction contained in this Declaration or any Supplemental or Amended Declaration which is subject to the common law rule sometimes referred to as the rule against perpetuities, shall continue and remain in full force and effect for the period of fifty years or until this Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions, covenants, conditions and restrictions contained in this Declaration or in any Supplemental or Amended Declaration shall continue and remain in full force and effect until January 1, 2021 A.O., provided, however, that unless at least one year prior to said time of expiration, there is recorded an instrument directing the termination of this Declaration, executed by the owners of not less than two-thirds of the Lots then subject to this Declaration, said other provisions, covenants, conditions and restrictions shall continue automatically for an additional ten years and thereafter for successive periods of ten years unless, at least one year prior to the expiration of any such extended period of duration, this Declaration is terminated by recorded instrument directing termination signed by the owners of not less than two-thirds of the Lots then subject to this Declaration as aforesaid.

8.2 Amendment or Revocation: At any time while any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal, executed by the owners of not less than two-thirds of the Lots then subject to this Declaration. No such amendment or repeal

restriction contained in this Declaration or any Supplemental or Amended Declaration which is subject to the common law rule sometimes referred to as the rule against perpetuities, shall continue and remain in full force and effect for the period of fifty years or until this Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions, covenants, conditions and restrictions contained in this Declaration or in any Supplemental or Amended Declaration shall continue and remain in full force and effect until January 1, 2021 A.O., provided, however, that unless at least one year prior to said time of expiration, there is recorded an instrument directing the termination of this Declaration, executed by the owners of not less than two-thirds of the Lots then subject to this Declaration, said other provisions, covenants, conditions and restrictions shall continue automatically for an additional ten years and thereafter for successive periods of ten years unless, at least one year prior to the expiration of any such extended period of duration, this Declaration is terminated by recorded instrument directing termination signed by the owners of not less than two-thirds of the Lots then subject to this Declaration as aforesaid.

8.2 Amendment or Revocation: At any time while any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal, executed by the owners of not less than two-thirds of the Lots then subject to this Declaration. No such amendment or repeal

shall be effective with respect to the holder or successor or assign of the holder of a mortgage or deed of trust recorded prior to recording of the instrument specifying the amendment or repeal unless such holder executed the said instrument.

8.3 Arbitration of Disputes: All controversies arising under or with respect to this Declaration or any Supplemental or Amended Declaration ~~shall~~ may be submitted to arbitration in accordance with state law. ~~with the following procedure. All determinations, decisions and actions of the Association, of the Board of Trustees of the Association, or of Declarant or of Members at any meeting of such Members which is made or taken or purportedly made or taken under or pursuant to any provision of or with respect to this Declaration shall be binding and conclusive on every person including the Association, Declarant, and each owner of property and each such owner's heirs, personal representatives, successor and assigns unless notice of dispute is given as herein provided and the matter is submitted to arbitration in accordance with the following procedure.~~

~~Any party desiring to arbitrate any controversy shall file written notice of his desire with the Association and any party desiring to dispute any determination, decision or action as aforesaid shall file a written notice of the existence and nature of the dispute with the Association within 30 days after he discovers, learns or has notice of such determination, decision or action. As promptly as possible after receipt of such notice, the party or parties interested in the matter or dispute shall be notified of the notice by~~

shall be effective with respect to the holder or successor or assign of the holder of a mortgage or deed of trust recorded prior to recording of the instrument specifying the amendment or repeal unless such holder executed the said instrument.

8.3 Arbitration of Disputes: All controversies arising under or with respect to this Declaration or any Supplemental or Amended Declaration may be submitted to arbitration in accordance with state law.

~~the Association; the matter shall be heard by the Board of Trustees; if not settled or resolved at such hearing the party or parties on each side of the matter or dispute shall select an arbitrator; the arbitrators so selected shall select an additional arbitrator; the matter of dispute shall be heard by the arbitrators at a convenient location in Park city, Utah; and a decision in the arbitration shall be rendered by the arbitrators. The decision of a majority of the arbitrators shall be binding and conclusive on all parties. Any disputed determination, decision or action as aforesaid shall be upheld by the arbitrators if it is or was authorized or proper under or consistent with the overall purposes of the Declaration or any Supplemental or Amended Declaration. Costs of any arbitration shall be borne equally by the party or parties on each side of the controversy or dispute.~~

8.4 Severability: Invalidity or unenforceability of any provision of this Declaration or of any Supplemental or Amended Declaration in whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of this Declaration.

8.5 Captions: The captions and headings in this instrument are for convenience only and shall not be considered in construing any provision, restriction, covenant or condition contained in this Declaration.

8.6 Waiver: Failure to enforce any provision, restriction, covenant or condition in this Declaration or in any Supplemental or Amended Declaration shall not operate as a waiver of any such provision, restriction, covenant or condition or of any other provision, restriction, covenant or condition.

8.4 Severability: Invalidity or unenforceability of any provision of this Declaration or of any Supplemental or Amended Declaration in whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of this Declaration.

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8.6 Waiver: Failure to enforce any provision, restriction, covenant or condition in this Declaration or in any Supplemental or Amended Declaration shall not operate as a waiver of any such provision, restriction, covenant or condition or of any other provision, restriction, covenant or condition.

EXHIBIT A: Legal Description

Lots 1-67, 71-74, 76-81, 87-93 THAYNES CANYON SUBDIVISION, according to the official plat thereof recorded with the office of the Summit County Recorder, state of Utah.

Parcel #'s: TH-1 through TH-44, TH-44-A, TH-45 through TH-47, TH-48-49, and TH-50 through TH-67, TH-71 through TH-74, TH-76 through TH-81, and TH-87 through TH-93

Lots 68-70, CLAIM JUMPER COURT SUBDIVISION PLAT AMENDMENT, according to the official plat thereof recorded with the office of the Summit County Recorder, state of Utah.

Parcel #'s: CJCS-68, CJCS-69, CJCS-70

LOT 1, 61 THAYNES CANYON DRIVE SUBDIVISION, according to the official plat thereof recorded with the office of the Summit County Recorder, state of Utah.

Parcel #: 61-TCD-1

LOT 82R, 9 HIDDEN SPLENDOR REPLAT subdivision, according to the official plat thereof recorded with the office of the Summit County Recorder, state of Utah.

Parcel #: 9HS-82R

All of ERIKSEN REPLAT subdivision, according to the official plat thereof recorded with the office of the Summit County Recorder, state of Utah.

Parcel #: ERK-ALL

LOT 1, TAUBER REPLAT subdivision, according to the official plat thereof recorded with the office of the Summit County Recorder, state of Utah.

Parcel #: TAUB-1

LOT 94A and 96A, THE SHACKELFORD REPLAT subdivision, according to the official plat thereof recorded with the office of the Summit County Recorder, state of Utah.

Parcel #'s: SHACK-94A and SHACK-96A

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Lots 1-67, 71-74, 76-81, 87-93 THAYNES CANYON SUBDIVISION, according to the official plat thereof recorded with the office of the Summit County Recorder, state of Utah.

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Parcel #'s: SHACK-94A and SHACK-96A

~~IN WITNESS WHEREOF Greater Park City Company has executed this Declaration the day and year first above written.~~

~~GREATER PARK CITY COMPANY,
a Utah corporation
By: J. Warren King, President~~

~~STATE OF UTAH)~~

~~: ss.~~

~~COUNTY OF)~~

~~On the 26th day of August, 1971, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of GREATER PARK CITY COMPANY, a Utah corporation, and that the within and foregoing Declaration of Protective Covenants for Thaynes Canyon Subdivision was signed in behalf of said corporation by authority of a Resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.~~

~~ORIGINAL SIGNED BY
Glenna A. Nyberg, Notary Public
Residing at Heber City, Utah
My Commission Expires: June 14, 1975~~

IN WITNESS WHEREOF, the owners of not less than two-thirds of the Lots have caused this Amended and Restated Declaration to be executed by their designated agent and attorney-in-fact this ____ day of _____, 2025.

Krista Dana
On behalf of Owners of _____ [number]
Lots, Thaynes Canyon Subdivision.

STATE OF UTAH)

ss:

County of Summit)

Subscribed and sworn to before me on this ____ day of _____, 2025 by Krista Dana.

Notary Public

IN WITNESS WHEREOF, the owners of not less than two-thirds of the Lots have caused this Amended and Restated Declaration to be executed by their designated agent and attorney-in-fact this ____ day of _____, 2025.

Krista Dana
On behalf of Owners of _____ Lots,
Thaynes Canyon Subdivision.

STATE OF UTAH)

ss:

County of Summit)

Subscribed and sworn to before me on this ____ day of _____, 2025 by Krista Dana.

Notary Public