

PROPOSED AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS
FOR THAYNES CANYON SUBDIVISION

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.
- 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.

IV. ARCHITECTURAL COMMITTEE.

4.1 Owners hereby repeal Section IV., Architectural Committee.

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 residential Buildings within the Property. No lands within the Property shall ever be occupied or used for any commercial or 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 Restrictions 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.

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 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 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 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 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.

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 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.

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.

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. 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.

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.

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 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.

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 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 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 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.

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.

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

IN WITNESS WHEREOF, the owners of not less than two-thirds of the Lots have caused this Amended and Restated Declaration of Protective Covenants 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