

**PINE CREEK VISTA, MEADOWS, OAK CREST & ACRES
SUBDIVISIONS**

Ent 149132 Bk 557 Pg 1
Date: 06-SEP-2007 4:43PM
Fee: \$211.00 Check
Filed By: KEH

Amended

Declaration of Covenants, Conditions and Easements
RECORDS SECTION SANPETE COUNTY CORPORATION

PREAMBLE
For: PINE CREEK PROPERTY OWNERS ASSO
Conditions, Covenants, Restrictions, and Easements affecting the Property of Pine Creek Ranch, Inc. PINE CREEK SEC INC.
set forth by J. Oneil Miner and J. Paul Jewkes, Trustees, hereinafter called the Declarants.

This Declaration is made this 1st day of January, 1974 by the Declarants as follows:

WHEREAS, Declarants are the owners of the real property described in Exhibit "A" to this Declaration, and are desirous of subjecting any and all platted developments within the real property described in Exhibit "A" to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of and pass with said property, and each and every parcel or lot thereof, and shall apply to and bind the successors in interest, and any owner thereof:

NOW THEREFORE, it is hereby declared that any and all platted developments within the real property described is and referred to in Exhibit "A" hereof is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and/or charges hereinafter set forth.

(The word "Association" shall hereinafter refer to the "PINE CREEK PROPERTY OWNERS ASSOCIATION", covered by these protective covenants, or any extension thereof as herein provided for.)

**CLAUSE I
PROPERTY SUBJECT TO THESE COVENANTS**

The plat or plats on file at the Sanpete County Recorder's Office, Manti, Utah, under the name of Pine Creek Vista, Pine Creek Meadows, Pine Creek Oak Crest and Pine Creek Acres Summer Home Sub-divisions are subject to these Protective Covenants. The plat or plats are all contained within the boundaries of the real property referred to in Exhibit "A".

The lots which are, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and/or charges with respect to the various portions set forth in the various clauses, and subdivisions of these Protective Covenants are located within the boundaries of the real property in the County of Sanpete, State of Utah, which real property is more particularly described in Exhibit "A", attached hereto and by this reference made a part hereof.

The Declarants may, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, easements, liens and/or charges herein set forth by appropriate reference hereto.

It is understood and agreed that all platted developments of the property shall be in compliance with these Protective Covenants as well as any county, state, federal or other governmental restrictions or requirements which apply thereto.

**CLAUSE II
GENERAL PURPOSES AND CONDITIONS**

The platted portions of the real property described in Exhibit "A" hereof are subjected to the conditions, restrictions, reservations, easements, liens and/or charges hereby declared to ensure the best use and the most appropriate development and improvement of each platted lot thereof: to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property: to preserve, so far as practicable, the natural beauty of said real property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to ensure the highest and best development of said property consistent with the ordinances and land use development policies of Sanpete County; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on the lots; to secure and maintain proper setbacks from roads, and adequate free spaces between structures; and in general provide adequately for a high type and quality of improvements in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

(a) **Duration of Covenants; Violations.** These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1994, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by vote of the owners of the lots these Covenants are at that time changed. All changes must be ratified in writing by the Sanpete County Planning Commission before they are effective and binding. Said voting shall be based on the eligible votes established forming a simple majority (only one vote allowed for each lot).

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any lot situated in said Pine Creek Vista, Pine Creek Meadows, Pine Creek Oak Crest or Pine Creek Acres Subdivisions, or for Pine Creek Inc., or the Association, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant, and either to prevent him or them from so doing or to recover damages, attorney's fees, costs of court dues for such violation.

(b) **Invalidation of any Part of Covenants.** Invalidation of any one or more of these Covenants or any part thereof by judgements or court order shall in no wise affect any of the other provisions herein which shall remain in full force and in full effect.

(c) **Membership In the Association.** The owner of each lot to which these Covenants apply shall and must be a member of the Association and participate in the operation of the Association in accordance with the Articles of Incorporation to be filed at a later date at the Office of the Sanpete County Recorder, Manti, Utah, and with the Secretary of State of the State of Utah, and in accordance with any by-laws of said Association which may be adopted subsequent hereto. The developer will incorporate a non-profit corporation known as "Pine Creek Association", which will have the powers to maintain, administer, and enforce the covenants and restrictions herein after created.

(d) **Monthly Assessments.** The monthly lot assessment is one (\$1.00) dollar per month and the monthly improvements assessment is five (\$5.00) dollars per month for a total of six (\$6.00) dollars per month. (An "improvement" is herein defined to mean a home, or cabin. Also, any facility requiring hooking up to the culinary water main, a septic tank and/or the electrical power cable is defined as an improvement.) The lot assessment is subject to slight change from year to year as the Association directs. The improvement assessment is subject to change only by vote of a majority of the lot owners. [Notice of assessment changes will be given in writing to each lot owner by the Association. Updates of Annual Assessment Fees are referred to in Exhibit "B"].

The lot assessment begins the calendar month after the lot is purchased; if purchased under contract, then it is the calendar month after the down payment is made. The improvement assessment begins the calendar month after construction of an improvement is begun. The assessments are paid to the Association and are used for the responsibilities and functions of the Association (See paragraphs w and z).

The fiscal year for Pine Creek Ranch is from July 1 to June 30th. All assessments are due annually on or before July 1 and are delinquent the first day of October. There is a \$10.00 discount allowed if paid on or before the due date. Delinquent assessments will be charged a late fee of \$25.00 and will be charged 1 1/2% per month until paid. A lien will be placed on lots that are over a year delinquent on payment of yearly assessments. The lien will be removed by the Association at owner's expense when all assessments are brought current. Property owners in arrears on payment of yearly assessments will not have association privileges and may not vote at the annual meeting.

(e) **Easements.** It is understood and agreed that the Association and Pine Creek Ranch Inc. shall have six (6) foot wide easements on all sides of all lot lines and roadway easement boundaries, and any additional platted lots for the installation of utility services, and for the use of other lot owners for hiking trail purposes, all such utilities and to be installed underground. A thirty (30) foot wide road easement shall be reserved through each lot as shown on tract maps. Established trails and access roads for servicing utility facilities which pass through any lots cannot be closed by the lot owners.

(f) **Subdivision of Lots.** Lots may not be subdivided unless specifically approved in writing by the Sanpete County Planning Commission and unless culinary water connection is available for the new lot or lots thus created.

(g) **Inadmissible Activities.** No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Residences shall not be used for purposes of trades, offices, or commercial uses. No lot or building thereon may be used as a club, either profit or nonprofit.

No sign of any kind shall be displayed to public view on or from any lot unless prior consent of the Architectural and Landscape Committee is given in writing.

(h) **Types, Design and Placement of Structures.** At the time a property owner expresses intent to build a cabin on their lot, a Building Requirements Handout included as Exhibit "C" listing all building requirements/fees /assessments, etc. shall be given to the owner. No home or cabin shall be constructed which has less than 500 square feet of ground floor living area. Porches, patios, etc. are not considered in this area. No "structure" shall be erected, placed or altered on any lot in Pine Creek until the plans thereof, specifications and the plot plan showing the locations of such structure have been approved in writing by the Architectural and Landscape Committee. Such approval will concern itself with the acceptability and harmony of external design, building material, color, etc., with existing structures in Pine Creek. No shiny metal roofs or siding will be permitted. In the event said Committee, or its designated representatives, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, such approval will not be required and this Covenant will be deemed to have been fully complied with. At the time such plans, etc., are received by the Architectural and Landscape Committee, the Committee will issue to the applicant a dated receipt briefly listing the items submitted.

No structure shall be erected, placed, or permitted to remain on any lot other than one detached, single family dwelling; a private garage for not more than three (3) cars, and other structures incidental to the use of the lot. The only exceptions are where certain lots are specified on subdivision plats for a second dwelling.

(i) **Building Time.** It is understood that a lot owner is not required to build any structure. The building time for the exterior portion of any structure (defined in paragraph (h)) shall not exceed 18 months from start to finish. All debris, excavation dirt, etc., associated with the building process shall be removed within these specified building times. Excavation dirt shall either be removed entirely or shall be spread out and reseeded within this specified time so as to return the lot to a pleasing appearance.

(j) **Lot Maintenance and Appearance.** Each owner shall be required to reasonably, necessarily, and adequately maintain his property to keep it in a reasonable state of appearance and preservation. The Association will encourage education of defensible fire safety practices within Pine Creek Ranch. Property owners shall create appropriate Defensible Space around all structures and practice fire safety rules for the good of all owners within the association.

No open storage of building materials, except during the course of actual construction, shall be permitted on any lot, nor shall unusable, junk or unlicensed care or other items ever be maintained or stored on any lots.

Any detached camper unit, boats, trailers, farm machinery, etc., shall be maintained or stored only in areas enclosed from view from the roads.

No trucks, graders, or other construction equipment may be parked on any lot except during the periods of construction which actually require such equipment.

(k) **Culinary Water.** An underground culinary water system will service all lots in Pine Creek Vista Pine Creek Meadows, Pine Creek Oak Crest and Pine Creek Acres Subdivisions. A water main will be available to one of the boundary lines of each lot. Each lot had one share of water allocated to it, at no cost, as soon as a culinary water line is installed on the lot. At that time, a certificate for one share of water (one share is defined as 37,000 gallons per year, which amounts to 200 gallons per lot per day for 6 months of the year), is issued to the Association by Pine Creek Ranch Inc. for that particular lot. The certificate remains in the Association's files. One share of water is amply sufficient for normal indoor culinary uses, but may be insufficient if any outside sprinkling is done. The Association requires a water meter and a double-check valve on all culinary water main hook-ups in Pine Creek Ranch. Water in excess of one share per lot may be purchased from Pine Creek Ranch Inc. at their cost. Outside use of culinary water is prohibited.

(l) **Trash Collection and Burning Policies.** There shall be no open burning of trash on any lots under any circumstances or conditions except at times and places indicated by the trustees. Trash cans must be covered and kept out of sight in suitable enclosed areas. Trash and garbage removal will be taken care of by each lot owner, with no dumping allowed in any areas except as provided by the Association or Pine Creek Ranch Inc.

(m) **Drainage System.** A series of naturally existing drainage ditches and washes has been formed through the past in the area in which Pine Creek Ranch Vistas, Meadows, Oak Crest and Acres is located. This drainage system must be properly maintained in the event of a cloud burst or of a fast thaw in the springtime in which large amounts of water must be properly conducted to lower levels. In some places it may be deemed necessary or advisable by the Association to deepen or alter the course of these ditches and washes to better protect the lots and improve the drainage. Each lot owner shall be responsible to maintain the drainage ditch or washes on his own lot in a proper and operable manner, keeping it free of debris.

(n) **Electrical Power and Telephone Service.** Electrical power (in underground cables) will be available to each lot. The cables will be no farther away than 50 feet from on of the boundary lines of each lot. Hook-up arrangements must be made with Utah Power and Light Company. The cable will carry 220 volt, single-phase power.

Telephone service is not available in the subdivisions.

(o) **Sewage Facilities.** Each lot owner must receive approval from Central Utah District Health Department for any waste water system and will construct according to their specifications.

(p) **Lot Illumination.** Yard or porch lights for illuminating one's own yard, lot or porch all night may not exceed a total wattage of 100 watts per lot. However, this lighting restriction does not apply to lights used for outdoor evening parties and recreational activities on one's own lot.

(q) **Domestic Animals and Pets.** Normal pets may be maintained by the property owners, provided they create no issues of complaint to other owners in Pine Creek Subdivisions. Wild, caged pets are not permitted unless permission is granted in writing by the Board of Trustees.

(r) **Fences.** No fence shall be erected by any lot owner, (included in this term are wall, hedge, mass planting or the like). The only fences permitted must be approved by the Association and by for the common good.

(s) **Ecological Considerations.** There shall be no removal of living trees on any building lot except as approved by the Architectural and Landscape Committee. The following species of trees will not be permitted to be planted on the lots:

<u>Species Name</u>	<u>Popular or Common Name</u>
Ailanthus altissima	Tree of Heaven
Populus alba	Silver Poplar
Populus alba boleana	Bolleana Poplar
Populus angustifolia	Narrow-leaf Poplar
Populus deltoides	Carolina Poplar
Populus fremontii	Fremont's Poplar
Populus nigra italica	Lombardy Poplar
Ulmus	Siberian Elm
Silver Maple	Silver Maple

The planting of fir and pine trees by lot owners is specifically encouraged.

All home owners are requested to use biodegradable detergents, soaps, etc., since such materials find their way into the sewer system and must eventually be added back into the environment. The pouring into the sewer system of non-biodegradable substances is specifically prohibited.

(t) **Motorcycles and Other Vehicles; Speed Limit.** Properly muffled multi-wheeled motorized vehicles are welcome in Pine Creek, but excessively noisy vehicles are restricted from being used. Motorcycles are restricted from Pine Creek Ranch. Snowmobiles are allowed on all roads. No hill-climbing activities by motorized vehicles are allowed on the real property because of the noise and erosion-enhancing characteristics of such activities. The Architectural and Landscape Committee shall be the judge of whether a vehicle is excessively noisy.

The maximum speed limit on roads in Pine Creek is ten (10) miles per hour.

(u) **Trailer Home, Mobile Home and Camper Policy.** Trailer homes or mobile homes shall not be permitted on any of the lots in Pine Creek at any time. Campers or camp-trailers or travel trailers are permitted on lots for periods of no greater than fourteen (14) days at any one time. The period of time between any two such stays of a camper or camper-trailer shall be no less than four (4) days. Deviations from these time periods must be approved in writing by the Association. Exception will be made during actual construction periods.

(v) **Hunting and Target Practicing Policy.** Hunting or target practice, either with guns or bows, shall not be permitted on any of the real property described in Exhibit "A".

(w) **Responsibilities and Jurisdictions of the Association.** The Association's responsibilities and jurisdictions extend to and are limited by the areas platted and recorded in the Office of the Sanpete County Recorder, Manti, Utah, under the name "Pine Creek Vista, Pine Creek Meadows, Pine Creek Oak Crest and Pine Creek Acres Summer Homes Subdivisions" and to the common areas associated therewith, and to all roads, structures and system dedicated to the Association.

1. The Association shall own, maintain and have jurisdiction over the following:
 - a. The common areas and any additions, thereto.
 - b. All main roads and culverts.
 - c. The culinary water system, including all the appurtenances for collecting, pumping, conducting, and storing the water, but excluding the water itself, which is owned by Pine Creek Ranch Inc.
2. The Association shall provide the following main services.
 - a. The monitoring and recording of culinary water meters.
 - b. Spraying and/or cutting and removal of brush and weeds in selected areas to reduce fire hazards.
 - c. Billing lot owners for assessments.
 - d. Supplying one share culinary water to each lot owner as soon as he hooks up his culinary water line to the water main.
3. The Association shall have right of ingress and egress on any lot for the following reasons:
 - a. Evacuating sewage vaults, and inspecting holding tanks.
 - b. Monitoring water meters and operating special shut-off valves.
 - c. Spraying herbicides.
 - d. Removing fire hazards which lot owners will not remove (cost to be borne by lot owner).
 - e. Erosion control.
 - f. Common utility systems maintenance.
4. The Association's Board of Trustees shall have jurisdiction over collection and disbursement of all lot and improvements assessments as well as any other assessments. The Board of Trustees shall also be responsible for initiating on behalf of the Association any suits against lot owners who violate or attempt to violate any of the Protective Covenants.

(x) **Responsibilities and Services of the Architectural and Landscape Committee of the Association.** The Architectural and Landscape Committee of the Association shall have the following functions (and such other functions as may later be added by the Board of Trustees of the Association):

1. Review and approve all structures in platted areas of Pine Creek.
2. Ensure that lot owners maintain their lot appearance and conditions in accordance with the Protective Covenants.
3. Have jurisdiction over any removal of living trees on individual lots, in common areas, and along roadways.
4. Responsible for planning and implementing improvements in and maintenance of common areas.
5. Responsible for judging whether a vehicle, or device of any nature, is excessively noisy.

(y) **Responsibilities and Services of Pine Creek Ranch Inc. Development Corporation.**

1. Pine Creek Ranch Inc. Shall:
 - a. Provide a survey in which at least 2 corners of each lot are staked. Other corners by metes and bounds.
 - b. Build all main roads and dedicate them to the Association.
 - c. Build the culinary water system to equal Sanpete County and Utah State specifications and dedicate the system to the Association.
 - d. Install the main underground electrical power cables. Ownership is retained by Utah Power and Light.
2. Pine Creek Ranch Inc. Development Corporation shall own, and have jurisdiction over:
 - a. All well water on the real property (Exhibit "A").
(No water rights are transferred to the Association or to the individual owners upon the purchase of their lot, but a certificate guaranteeing one share of water is issued by Pine Creek Ranch Inc. to the Association each time a culinary water line is installed on a lot.)
3. Pine Creek Ranch shall have right-of-way and ingress-egress rights for its stock holders and for its business and enterprises over all Association roads.

4. Pine Creek Ranch Inc. Development Corporation shall have use of and access to hook up to the Association's culinary water system for any of its business or enterprises provided that it pays its fair share of the cost of using and maintaining these systems.
- (z) **Items for which Assessments are Disbursed.**
 1. Culinary water (lot owners receive no extra billing for their one share of water).
 2. Maintenance or improvements of culinary water system.
 3. Maintenance of all main roads.
 4. Sewage emergencies threatening health hazards.
 5. Tree and shrub plantings and maintenance along all main roads and in common areas.
 6. Costs of any legal work, and accounting services necessary to the proper functioning of the Association.
 7. Electrical power costs of operating electrical equipment associated with the culinary water system and other electrical costs in common areas.
 8. Taxes on all common areas and other common facilities.
 9. Equipment and fuel costs for year-round maintenance of all common areas.

(aa) **Failure of Architectural and Landscape Committee to Insist on Strict Performance—No Waiver.** The failure of the Architectural and Landscape Committee or Trustees to insist in any one or more instances, upon strict performance of any of the terms, conditions, or restrictions of these Protective Covenants, or to exercise any right or option herein contained, or to serve any notice of or to institute any action, shall not be construed as a waiver or a relinquishment for the future, of such term, covenant, condition, or restriction but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Architectural and Landscape Committee or Trustees of any assessment from a lot owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Architectural and Landscape Committee or Trustees of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Architectural and Landscape Committee or Trustees.

PINE CREEK PROPERTY OWNERS ASSOCIATION
PINE CREEK RANCH, INC.

By Keith Warenski
Keith Warenski, PCR Board President/PCR Inc. President

By Grant Gordon aka Grant Gordon
Grant Gordon, PCR Board V. Pres. / PCR Inc. V. Pres.

On the 6th day of August, 2007, personally appeared before me Keith Warenski & Grant Gordon aka Grant Gordon and duly acknowledged that they are the President and Vice President of the Owners Association of Pine Creek Ranch, a Utah Corporation, and that the within Protective Covenants was signed in behalf of said corporation as Owners and Association Board President and Vice President, and that they executed the same.

My commission expires:



DONNA GEDGE
NOTARY PUBLIC - STATE OF UTAH
120 N MAIN PO BOX 10
MANTI UT 84642
My Comm. Exp. 04/20/2009

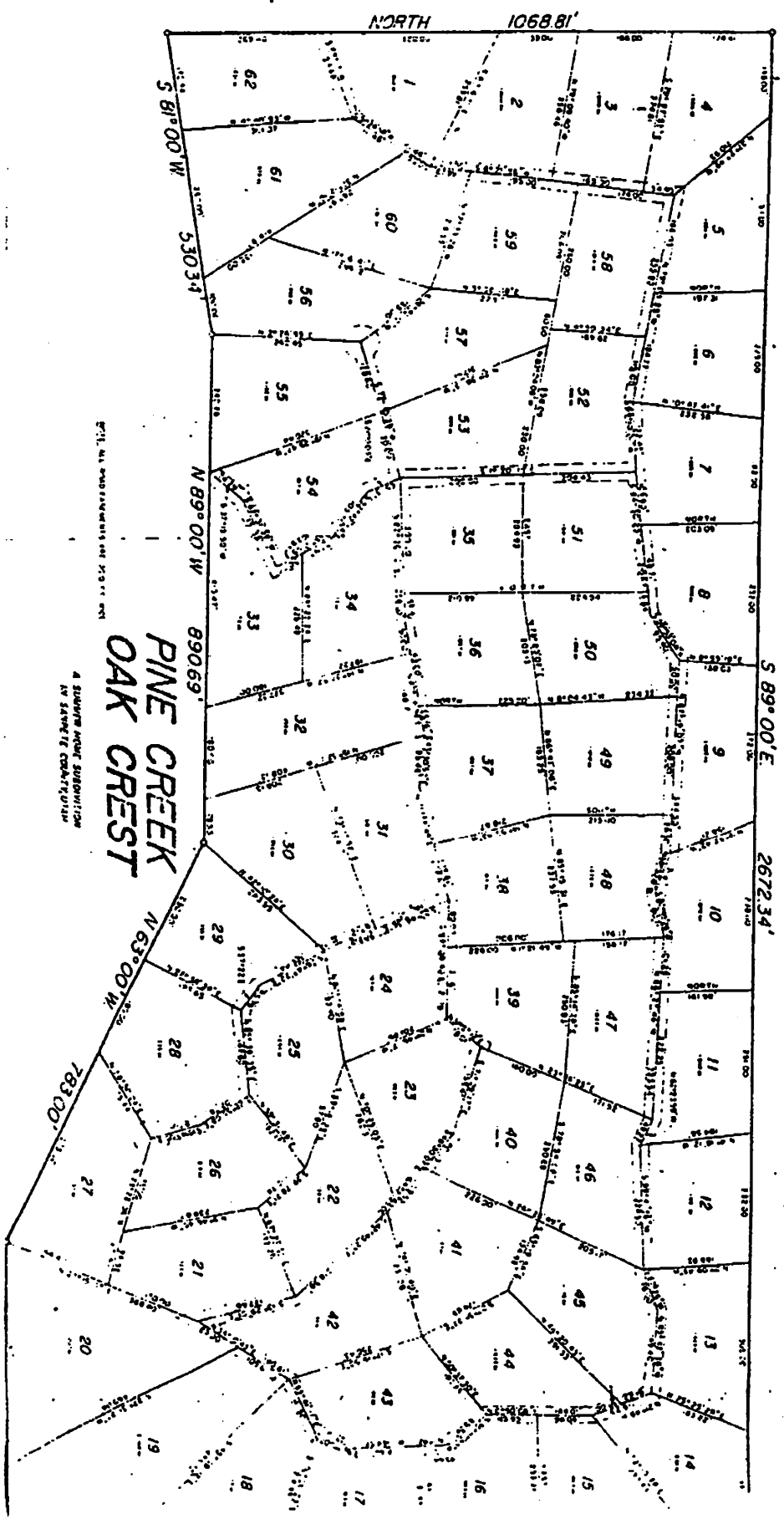
Donna Gedge
Notary Public
Residing at Manti, UT 84642

4-20-2009

EXHIBIT "A"

Subdivisions/Lots

PINE CREEK OAK CREST-101; 1-62 Sub. #1 32501 - 32563



PINE CREEK VISTA - lots 1-42
 + 49 + 32048

(36 S.M.) 32035X
 Beg. 20 ft 50'ly along NE LINE

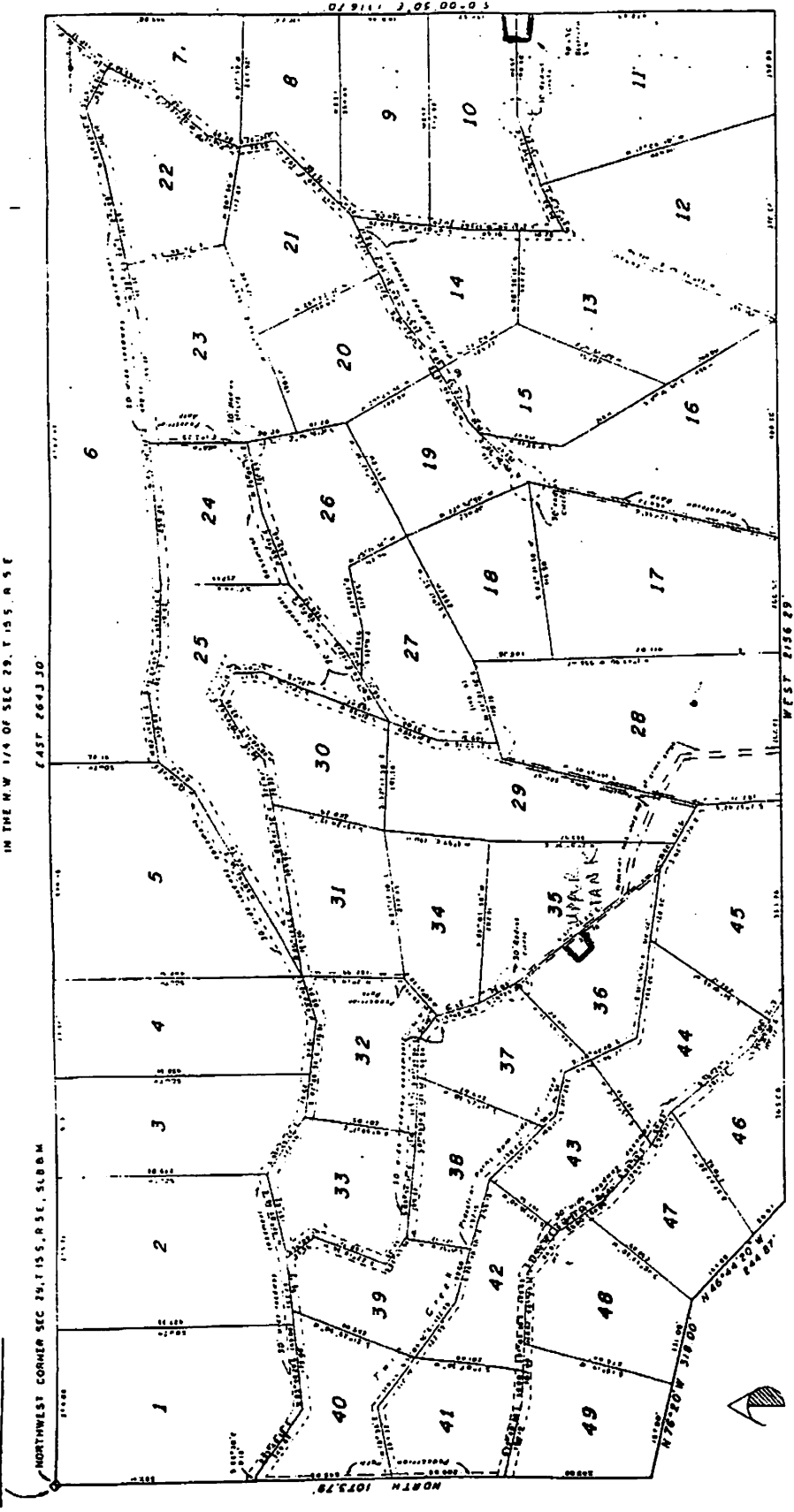
PINE CREEK VISTA
 A SUMMER HOME SUBDIVISION IN
 SANPETE COUNTY

IN THE N.W. 1/4 OF SEC 29, T. 19 S., R. 5 E.

POINT OF BEGINNING

NORTHWEST CORNER SEC 29, T. 19 S., R. 5 E., S. 1/4 S. 1/4

EAST 2643.30'



NOTE:
 ALL BOUNDARY EASEMENTS TO BE 30.0' WIDE, CENTERED OVER LOT LINES WITH 30.0' RADIUS CURVE END-POINTS, AS SHOWN ON PLAN.

50.0' x 50.0' RESERVE-SITE EASEMENTS WITH RIGHT OF ACCESS TO CONSTRUCT SERVICE AND MAINTAIN RESERVOIRS AND APPROPRIATE PIPELINES, FACILITIES, FITTINGS, ETC., RESERVED INTO OWNERS OF OWNERS ASSOCIATION

10.0' WIDE WALKWAY EASEMENTS CENTERED OVER LOT LINES AND IN OTHER LOCATIONS AS SHOWN ON PLAN.

OTHER UTILITY EASEMENTS AS MAY BE REQUIRED OF SITE AND LOCATION AS DETERMINED BY NECESSATION BETWEEN OWNERS OR OWNERS ASSOCIATION AND UTILITY COMPANY OF UTILITIES.

LOTS EXCEPT AN AREA OF 2.0 ACRES OR MORE, INCLUDING, BUT NOT LIMITED TO, LOTS 1, 2, 5, 6, 11, 26, 29 MAY BE USED FOR THE CONSTRUCTION OF MORE THAN ONE BUT NOT MORE THAN TWO DETACHED DWELLINGS.

NOTICE TO PURCHASER OF SUMMER HOME SUBDIVISION 1-15:
 THIS SUBDIVISION HAS BEEN APPROVED IN ACCORDANCE WITH THE SUMMER HOME SUBDIVISION PROVISIONS OF THE SUBDIVISION REGULATIONS OF THE SANPETE COUNTY WHICH WAIVE THE REQUIREMENTS FOR THE PROVISION OF A DEDICATED PUBLIC STREET AND REMOVE THE REQUIREMENTS FOR AN APPROVED WATER SUPPLY SYSTEM TO STATE BOARD OF HEALTH SUMMER HOME STANDARDS FOR SUCH WATER SUPPLY SYSTEM.

SANPETE COUNTY CORPORATION

Taxroll Owners/Interest/Legals

Parcel Order

09/06/2007
4:39PM

Page: 1

Parcel Number	Primary/Secondary Owners	Mailing Address/Interest	City	ST	Zip Code
000032035X	PINE CREEK RANCH PROP OWN	A289 E MAIN ST	LEHI	UT	84043-0000

Acres: 0.00

BEG 90 FT SE'LY ALONG NE LINE LOT 36 PINE CREEK VISTA SUBDIVISION FROM THE N'LY CORNER LOT 36 PINE CREEK VISTA SUBDIVISION, S 37°42'3" E 40 FT S 52°17'57" W 50 FT N 37°42'3" W 40 FT NE'LY TO BEG. CONT. .0459 ACRE.

EXHIBIT "B"

UPDATES OF ANNUAL ASSESSMENT FEES

HISTORY OF INCREASES FOR LOT AND IMPROVEMENT ASSESSMENTS:

<u>Date</u>	<u>yearly for lots</u>	<u>yearly for improved lots</u>
June 1976	\$12 paid yearly	\$72 paid yearly
June 1979	from \$12 to \$24	from \$72 to \$90
June 1981	from \$24 to \$44	from \$90 to \$110
June 1983	from \$44 to \$60	from \$110 to \$150
June 1996	from \$60 to \$84	from \$150 to \$210

EXHIBIT "C"

NEW CABIN APPROVAL FORM
PINE CREEK RANCH SUBDIVISIONS

I _____, being a member of the Board of Trustees, have reviewed and approved the cabin plans of Mr./Mrs./Ms. _____ for cabin lot # _____ in the _____ subdivision. Approval for construction using these plans is good for one year from this date _____

Property owner(s)/contractor(s)/worker(s) requirements:

- 7 Work must be completed on the exterior of the structure and the surrounding landscape returned to a reasonable appearance within eighteen months from starting date of construction. This limit can be extended for the time the lot is not accessible during the winter if needed.
7 Hooking up to the main water line will be done by the Association. A \$_____ fee will be charged to: 1) bring a water line from the PCR main line to 10' inside the cabin property line 2) install a water meter and a double check valve on the water line (required for all cabin hookups). The fee must be paid at the time of installation. [NOTE: Your plumber should install an expansion tank on the cold water line connected to the water heater. Because this is inside the cabin, it is not part of the above hookup.]
7 Property owner(s) are liable for damage to roads, broken water lines and lost keys during the construction process. A refundable fee of \$_____ must be submitted to the Association Treasurer before construction begins. If the Association completes the repairs, the owner will be charged for all expenses incurred [labor, equipment use and materials required] from this refundable fee. If no damage or loss occurs, the fee in total will be returned. A gate key will be provided by the Association for use by contractor(s)/worker(s).
7 Restroom facilities (i.e. a portable rental toilet) must be available for workers on the cabin site during construction until restroom facilities are connected and working inside the cabin.
7 Property owner(s) should create defensible space around their structure(s) (cabin, shed(s), etc.). Defensible space means vegetation near structures has been modified to reduce the threat of a wildfire burning the structure(s). This area is from 20 ft. to 50 ft. from the structure, depending on the steepness of the property slope. Roadway defensible space should be modified for 30 ft. from the center of the road. [NOTE: If you need help to determine the size of your specific defensible space areas, a member of the fire committee can help you.]

If you have questions, please contact a member of the Board of Trustees.

Thank you for your cooperation.

Board of Trustees Member _____

Property Owner _____

Today's Date _____

Projected Start Date for cabin structure _____