

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR AND RESPECTING** See doc.

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

THIS Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions for and respecting the Pine Creek Acres, Pine Creek Meadows, Pine Creek Oak Crest, and Pine Creek Vista Subdivisions ("Declaration") is effective when recorded with the Sanpete County Recorder's Office by the Pine Creek Ranch Property Owners Association, Inc., a Utah Nonprofit Corporation ("Association").

**RECITALS**

WHEREAS, Pine Creek Acres is made up of 73 lots, Pine Creek Meadows 71 lots, Pine Creek Oak Crest 62 lots, and Pine Creek Vista 43 lots for a total of 249 lots, together with common areas as detailed on the Official Plat or Plats recorded with the Sanpete County Recorder and as described in the attached "Exhibit A" ("Property" or "Project").

WHEREAS, the Project is a common interest community made subject to the certain covenants, conditions, and restrictions described in the Declaration of Covenants, Conditions and Restrictions for Pine Creek Acres, Meadows, Oak Crest and Vista subdivisions recorded with the Sanpete County Recorder on February 5, 1974 as Entry Number 225040("Original Declaration") executed by the declarants J. Oneil Miner and J. Paul Jewkes.

WHEREAS, the Association is subject to the Community Association Act adopted by the Utah legislature and located at U.C.A. §57-8a.

WHEREAS, the Original Declaration created the Association and charged it with the responsibility to govern the Property, maintain the Common Areas, collect assessments from Lot Owners, and enforce the architectural controls and other covenants, conditions, and restrictions contained in the Original Declaration.

WHEREAS, the Association and the Lot Owners deem it in their best interests to adopt this Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions ("Declaration") for and respecting the Project.

NOW THEREFORE, the Association, in order to better preserve and maintain the integrity, design, and standards of the Property, to stay current with applicable laws, and to ensure a more effective and efficient governance and operation, hereby declares that the Property shall be held, transferred, conveyed, and occupied subject to the following covenants, conditions, and restrictions, which shall run with such Property and shall be binding upon all parties having or acquiring any right, title, or interest in such Property or any part thereof and shall inure to the benefit of each Lot Owner thereof.

THIS Declaration has been approved by at least a majority of all Lot Owners within the Project as required by the Original Declaration and is intended to supersede and replace the Original Declaration and any amendment(s) thereto made prior to the execution of this Declaration.

**ARTICLE 1  
PROPERTY RIGHTS IN COMMON AREAS**

**1.1 DESCRIPTION OF COMMON AREAS.** The Common Areas shall include those areas designated as such on the Plats, including, but not limited to, all common landscaped areas, private roads,

culverts; any utility pipes, lines, or systems serving more than one Lot; the Association's water lines, pumps, and pump station; common hiking and horseback riding trails located throughout the Project; and, in general, all apparatuses and installations existing for common use and all repairs and replacements of any of the foregoing ("Common Areas").

**1.2 TITLE TO COMMON AREAS.** The Common Areas are owned by the Association for the benefit and use of all Owners. No Owner may bring an action for partition thereof except upon termination of this Declaration. Provided, however, that no Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Areas, except as to the appurtenant ownership interest therein of the Owner's Lot.

**1.3 OWNER'S EASEMENTS OF ENJOYMENT.** Subject to the provisions of this Article, every Owner and his or her invitees shall have a right and easement of enjoyment in and to the Common Areas, which easement shall be appurtenant to and pass with the title to every Lot.

**1.4 EXTENT OF OWNERS' RIGHTS.** The rights and easements of enjoyment in the Common Areas created hereby shall be subject to the following and all other provisions of this Declaration:

(a) **EASEMENTS.** The Association holds the following easements over, under, and upon the Common Areas, Lots, and Property:

(i) An easement on all Common Areas for underground installation and maintenance of power, gas, electric, water, and other utility and communication lines and services and any such easement shown on any plat of the Property.

(ii) An easement for construction, maintenance, repair, and use of Common Areas, including common facilities thereon.

(iii) An easement for the purpose of making repairs to any existing structures on Common Areas. The Association may (and, to the extent required by law, shall) grant or assign such easements to municipalities or other utilities performing utility services and to communication companies, and the Association may grant free access thereon to police, fire, and other public officials and to employees of utility companies and communications companies serving the Property.

(iv) An easement upon, over, and across on any Lot as necessary to correct or remedy violations of this Declaration, the Bylaws, or any Association rules, regulations, or resolutions ("Rules and Regulations"); undertake erosion controls; evacuate sewage vaults and inspect holding tanks; monitor water meters; operate special shut-off valves and yard hydrants; or spray herbicides if determined necessary by the Board of Directors.

(b) **USE OF THE COMMON AREAS.** The Common Areas shall not be partitioned or otherwise divided into parcels for residential use, and no private structure of any type shall be constructed on the Common Areas. Except as otherwise provided in this Declaration, the Common Areas shall be reserved, for the use and enjoyment of all Owners and no private use may be made of the Common Areas. Nothing herein shall prevent the placing of a sign or signs upon the Common Areas identifying the subdivision or identifying items of interest, provided such signs are approved by the Architectural Review Committee and comply with any applicable local ordinances. The Board of Directors of the Association shall have authority to abate any trespass or encroachment upon the Common Areas at any time, by any reasonable means and with or without having to bring legal proceedings.

(c) **ALIENATION OF THE COMMON AREAS.** The Association may not by act or omission seek to abandon, partition, subdivide, or encumber the Common Areas owned directly or indirectly

by the Association for the benefit of the Lots unless so approved in writing by at least seventy-five percent (75%) of all Lots within the Project. This provision shall not apply to the easements described in Section 1.4(a) above.

(d) **LIMITATIONS ON USE.** Use of the Common Areas by the Owners shall be subject to the provisions of this Declaration and to the following:

(i) The right of the Association to suspend such use rights of an Owner to the extent provided in Article 8 below.

(ii) The right of the Association to adopt, amend, and repeal Rules and Regulations in accordance with this Declaration.

**1.6 DELEGATION OF USE.** Any Owner may delegate his right of enjoyment of the Common Areas to members of his family, to tenants, or to guests or contract purchasers who reside on the Property.

## **ARTICLE 2 PROPERTY RIGHTS IN LOTS**

**2.1 LOTS.** "Lots" shall mean and refer to all Lots within and shown upon any recorded subdivision map of the Property, except the Common Areas, including the roads which are privately owned by the Association, and not dedicated to the public as shown upon the recorded Plats.

**2.2 USE AND OCCUPANCY.** The Owner of a Lot in the Property shall be entitled to the exclusive use and benefit of such Lot, except as otherwise expressly provided in this Declaration, but the Lot shall be bound by and the Owner shall comply with the restrictions contained in Articles 3 and 4 below, and all other provisions of this Declaration for the mutual benefit of all Owners.

**2.3 UTILITY EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities may be reserved over portions of certain Lots, as shown on the recorded Plats. Within the easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water, through drainage channels in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

**2.4 ASSOCIATION EASEMENT.** In addition to any other easements provided herein, the Association has a six (6) foot wide easement along all Lot lines and roadway easement boundaries for the installation of utility services (to be installed underground) and for the use of other Lot Owners for hiking or horse trail purposes. A fifteen (15) foot wide road easement shall be reserved through each Lot as shown on the Plat Maps for a total of thirty (30) feet. Lot Owners shall not block, close, or re-route established hiking and horseback riding trails or access roads for servicing utility facilities that pass through any Lot.

## **ARTICLE 3 RESTRICTIONS ON USE OF RESIDENTIAL LOTS AND COMMON AREAS**

**3.1 STRUCTURES PERMITTED.** No structures shall be erected or permitted to remain on a Lot, except structures containing homes and structures normally accessory thereto. The foregoing provision shall not exclude construction of a private garage, provided the location of such structure is in conformity with the applicable Sanpete County regulations, is compatible in design and decoration with the dwelling structure

constructed on such Lot, and has been approved by the Board of Directors, or its appointed and authorized Architectural Review Committee. Any structures constructed as of the recording date of this Declaration that may not have been approved by the Board of Directors or its appointed and authorized Architectural Review Committee are grandfathered in under this Section 3.1. All permanent structures shall be constructed onsite, no manufactured homes, trailer homes, mobile homes, Quonset buildings, Conex, or similar structures shall be allowed. All improvement setbacks shall comply with applicable Sanpete County regulations.

**3.2 RESIDENTIAL USE.** Lots shall only be used for residential purposes. No commercial activities may be conducted on any Lot. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the rental or sale of a residence, (b) the right of any contractor or home builder to construct a home on any Lot, and (c) the right of the Owner of a Lot to maintain his professional personal library, keep his personal business or professional records or accounts, handle his personal business or professional telephone calls or confer with business or professional associates, clients or customers, in his home. The Board of Directors shall not approve commercial activities otherwise prohibited by this paragraph unless the Board of Directors determines that only normal residential activities would be observable outside of the residence and that the activities would not be in violation of applicable local ordinances.

**3.3 OFFENSIVE OR UNLAWFUL ACTIVITIES.** No noxious or offensive activities shall be carried on upon any Lot or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the quiet enjoyment of other Lots or the Common Areas, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

**3.4 ANIMALS.** Owners may maintain typical household pets provided they do not create issues of complaint to other Owners. No animals, livestock, or poultry of any kind shall be raised, bred or kept, or permitted within any Lot for licensed commercial purposes. Lot Owners shall be strictly liable for the behavior and actions of their pets and shall abide by all applicable animal and pet county ordinances and regulations. All dogs must be supervised when off the Owner's Lot. The Board of Directors may adopt rules governing the behavior of pets.

**3.5 MAINTENANCE OF STRUCTURES AND GROUNDS.** Each Owner shall maintain his Lot and improvements thereon in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard.

**3.6 PARKING/STORAGE.** No vehicles, including but not limited to, trailers, semi-trucks, boats, campers, motor homes, buses, tractors, and maintenance, construction, or commercial equipment of any kind shall be parked or stored on a Lot unless (1) it is currently being used by the Lot Owner, or (2) such is screened or stored in an area not viewable from the roadways. However, the open storage of building materials, construction trucks, graders, and other construction equipment may be parked on a Lot during the periods of construction that actually require such equipment/vehicles. The Board of Directors may by resolution adopt Rules and Regulations further regulating the parking, driving, or storing of vehicles and equipment upon Lots and/or Common Areas.

**3.7 VEHICLES IN DISREPAIR.** Vehicles that are inoperable or in an extreme state of disrepair may not be parked upon any Lot or road without written approval from the Board of Directors, unless stored in an enclosed garage.

**3.8 RUBBISH AND TRASH.** No Lot or part of the Common Areas shall be used as a dumping ground for trash or rubbish of any kind on a permanent basis. All trash and rubbish shall be kept out of public view from the main subdivision roads.

**3.9 COMMENCEMENT AND COMPLETION OF CONSTRUCTION.** The construction of any improvement (including but not limited to a residence) on any Lot, including painting and all exterior finish, shall be completed within eighteen (18) months from the beginning of construction so as to present a finished appearance when viewed from any angle. This provision may be extended for a reasonable length of time upon written approval from the Board of Directors. The building area shall be kept reasonably clean and in a workmanlike order.

**3.10 TEMPORARY STRUCTURES.** No structure of a temporary character, RV, trailer, tent, shack, garage, barn, or other outbuildings shall be used on any Lot at any time as a permanent residence. Campers or camper-trailers or travel trailers are permitted on lots for periods up to 14 days at any one time. The period of time between any two stays of a camper or camper-trailer or travel trailer shall be no less than 4 days. The Board must approve deviations from these time periods in writing.

**3.11 FENCES.** No fences, including but not limited to walls, hedges, berms, mass plantings, etc., shall be erected without prior written approval from the Board of Directors. Any approved fences shall be kept in good repair and order.

**3.12 MAXIMUM HEIGHT AND SETBACK REQUIREMENTS.** Each Lot shall be subject to the setback requirements and residence height requirements as approved by the Board of Directors and as established by local city/county ordinances.

**3.13 WEED CONTROL.** Owners are to control noxious weeds on their Lots.

**3.14 GRADES, SLOPES, AND DRAINAGE.** Each Owner of a Lot shall accept the burden of, and shall not in any manner alter, modify or interfere with, the established drainage pattern and grades, slopes, and courses related thereto over any Lot or Common Area without the express written permission of the Board of Directors. Each Lot Owner is also responsible to maintain in a proper and operable manner any drainage ditch or wash on its Lot, keeping such free of debris so that proper runoff and drainage can occur.

**3.15 ASSOCIATION RULES AND REGULATIONS.** In addition, the Association, through the Board of Directors, from time to time, may adopt, modify, or revoke such Rules and Regulations governing the conduct of persons and the operation and use of Lots and the Common Areas as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Project.

**3.16 SUBDIVISION OF LOTS.** The subdivision of any Lot is prohibited.

**3.17 SIGNS.** Signs of any kind shall not be displayed to public view on or from any Lot unless prior written consent is obtained from the Board of Directors or its appointed and authorized Architectural Review Committee.

**3.18 BURNING OF TRASH/DEBRIS ON LOTS.** There shall be no open burning of trash or other debris on any Lot regardless of any circumstances or conditions. All open fires except propane gas or charcoal briquette barbeques or grills are prohibited unless approved by a majority of the voting members at the annual meeting.

**3.19 SEWAGE FACILITIES.** Each Lot Owner shall receive approval from the Central Utah District Health Department for any waste water system and shall construct the waste water system as per the specifications required by the Central Utah District Health Department.

**3.20 LOT ILLUMINATION.** Lot illumination shall comply with the requirements and limitations, if any, provided in the Rules and Regulations of the Association.

**3.21 ECOLOGICAL CONSIDERATIONS.** Activities conducted within the Association shall be done with respect for ecological considerations. Removal or addition of plant life on any Lot shall be in accordance and compliance with Rules and Regulations promulgated by the Board of Directors regarding the same.

**ARTICLE 4  
ARCHITECTURAL REVIEW**

**OBJECTIVE**

**THE ESSENCE OF THIS SECTION SHALL BE TO CREATE AND MAINTAIN A QUALITY STANDARD OF CONSTRUCTION AND AESTHETICS FOR THE PROTECTION OF ALL LOT OWNERS.**

**4.1 ARCHITECTURAL REVIEW.** No building, addition, or any improvement that requires a permit or approval from Sanpete County or other applicable local municipality shall be commenced, erected, placed, installed, or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the Board of Directors, who may appoint and authorize an Architectural Review Committee to handle this, and other architectural review and control requirements provided in this Declaration. It is the intent and purpose of this Declaration to assure quality of workmanship and materials.

**4.2 BOARD DECISION.** The Board of Directors shall render its decision with respect to the construction proposal within thirty (30) days. Any proposal application is not deemed submitted until: (1) all documents and plans pertaining to the proposal have been given to the Board of Directors, and (2) the applicant has received written acknowledgement of receipt by a member of the Board of Directors. The date stated on the Board's written acknowledgment shall begin the timeframe for the review and decision. In the event the Board fails to render its approval or disapproval within the thirty (30) day period and if no suit to enforce this Declaration has been commenced within one (1) year after completion thereof, approval will not be required and the related provisions of this Declaration shall be deemed to have been fully complied with.

**4.3 DESIGN REVIEW CRITERIA.** All Lots are bound by the following minimum construction requirements that the Board of Directors shall use as its criteria, but not be limited to:

(a) Each Lot shall be used as a single-family residential dwelling subject to all provisions of this Declaration, including but not limited to the maximum height and setback requirements provided in Section 3.12, and whose main floor footprint shall be no less than five-hundred (500) square feet excluding the square footage of any garage, patio, breezeway, porch, or similar attached or unattached structure.

(b) Each Lot shall have no more than one (1) single-family dwelling, one (1) attached or detached private garage for not more than three (3) cars, and other structures incidental to the use of the Lot approved by the Board of Directors. The only exceptions are where certain Lots are specified on the Plat Map for a second dwelling.

(c) Shiny metal roofs and siding are prohibited.

**4.4 LIABILITY.** Neither the Board of Directors nor any member of the Architectural Review Committee shall be liable to any Owner, occupant, builder, or developer for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act of the Board or Architectural Review Committee, unless the Board or Architectural Review Committee has in accordance with the actual knowledge possessed by it or him acted in bad faith.

**4.5 NONWAIVER.** Consent by the Board of Directors to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

**4.6 EFFECTIVE PERIOD OF CONSENT.** The Board of Director's consent to any proposed work shall automatically be revoked one (1) year after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the Board.

## **ARTICLE 5 ASSOCIATION**

An association of all of the Lot Owners within the Property was lawfully organized under the name "Pine Creek Ranch Property Owners Association, Inc." ("Association"). The Association has such property, powers, and obligations as are set forth in the Utah Community Association Act, its Declaration, and its Bylaws for the benefit of the Property and all Lot Owners. As more fully described in this Declaration and the Bylaws, the Association shall be governed by a Board of Directors, each member of which shall be a Lot Owner and member of the Association, or be the spouse of a Lot Owner or a designee of a Lot owned by a trust, LLC, or other legal entity owning a Lot. No two (2) members of the Board of Directors may own the same Lot, be the spouse of one another, or be business partners if the business is related to the ownership of the Lot.

**5.1 ORGANIZATION.** The Association was organized and created as a nonprofit corporation under the general nonprofit corporation laws of the State of Utah. The Articles of Incorporation of the Association provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In that event all of the property, powers, and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, and such vesting shall thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated association. The management and maintenance of the Property and the administration of the affairs of the Association shall be conducted by a Board of Directors.

**5.2 MEMBERSHIP.** Every Owner of a Lot within the Property shall, during the entire period of such Owner's ownership of the Lot, be a member of the Association. Such membership shall commence, exist, and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

**5.3 VOTING RIGHTS.** Each Lot is entitled to one (1) vote in the Association. When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event will fractional voting be allowed. Fractional or split votes shall be disregarded, except for the purposes of determining a quorum.

**5.4 GENERAL POWERS AND OBLIGATIONS.** The Association shall have, exercise, and perform all of the following powers, duties, and obligations:

(a) The powers, duties, and obligations granted to the Association by this Declaration, its Bylaws, Rules and Regulations, and the Articles of Incorporation;

(b) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Utah;

(c) The powers, duties, and obligations of a homeowners association pursuant to the Utah Community Association Act, or any successor thereto;

(d) Any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the Project;

The powers and obligations of the Association may from time to time be amended, repealed, enlarged, or restricted by changes in this Declaration made in accordance with the provisions herein, accompanied by changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Utah.

**5.5 SPECIFIC POWERS AND DUTIES.** The powers and duties of the Association shall include, without limitation, the following:

(a) **MAINTENANCE AND SERVICES.** The Association shall provide maintenance and services for the Project as provided in Article 6 and other provisions of this Declaration.

(b) **INSURANCE.** The Association shall obtain and maintain in force policies of insurance as provided in this Declaration or the Bylaws of the Association. The Association shall have no obligation to obtain or maintain any insurance covering the personal and real property of any Owner(s), and each Owner shall be responsible for obtaining and maintaining such personal and real property insurance.

(c) **RULEMAKING.** The Association, through its Board of Directors, shall make, establish, promulgate, amend, and repeal Rules and Regulations as provided in Section 3.15 of this Declaration.

(d) **ASSESSMENTS.** The Association shall adopt budgets and impose and collect Assessments as provided in Article 7 of this Declaration.

(e) **ENFORCEMENT.** The Association shall perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of this Declaration, Bylaws, and the Rules and Regulations adopted by the Association, including, without limitation, enforcement of the decisions of the Architectural Review Committee.

(f) **EMPLOYMENT OF AGENTS, ADVISERS, AND CONTRACTORS.** The Association, through its Board of Directors, may employ the services of any person or corporation as managers, hire employees to manage, conduct, and perform the business, obligations, and duties of the Association, employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, community association managers, landscape architects, accountants, recreational experts, architects, planners, lawyers, reserve study specialists, or what is convenient for the management, maintenance, and operation of the Property.

**5.6 LIABILITY.** A member of the Board of Directors or an officer of the Association shall not be liable to the Association or any member thereof for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for intentional or willful bad acts or acts of recklessness. In the event any member of the Board of Directors or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law.



## ARTICLE 6 MAINTENANCE

**6.1 MAINTENANCE OF COMMON AREAS.** The Association shall perform or contract to perform all reasonable maintenance upon the Common Areas, including but not limited to grass, trees, walks, private roads, and the common water system unless the maintenance thereof is assumed by a public body. Such areas shall be maintained in a safe condition to at least applicable county ordinance standards and in a good and workmanlike manner such as to carry out the purpose for which such areas are intended.

**6.2 MAINTENANCE OF UTILITIES.** The Association shall perform or contract to perform maintenance of all private utilities within the Common Areas, or private roads, such as domestic water service lines, pumps, and pump storage facilities, except to the extent such maintenance is performed by the utility providers furnishing such services. Each Owner shall be responsible for maintaining utility lines within his Lot.

**6.3 SERVICES.** The Association shall provide or contract for such services as the Board of Directors may reasonably deem to be of benefit to the Property, including, without limitation, garbage/trash/snow removal for Common Areas and security services.

**6.4 CULINARY WATER.** An underground culinary water system services all Lots in the Project. One share of culinary water has been issued to the Association for each Lot. A hook-up to the culinary water line shall be available for each Lot along one of its boundary lines. Each Lot has one (1) share of water (37,000 gallons annually) allocated to it, at no cost, as soon as a culinary water line is installed on the Lot. If the Association determines that a Lot Owner has used an excessive amount of water, the Association may assess an additional charge upon the violating Lot.

## ARTICLE 7 ASSESSMENTS

**7.1 PURPOSE OF ASSESSMENTS.** The Assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Property and for the improvement, operation, and maintenance of the Common Areas.

**7.2 TYPES OF ASSESSMENTS.** The Association may levy Annual Assessments, Special Assessments, Emergency Assessments, and Individual Assessments all as more particularly described below.

**7.3 APPORTIONMENT OF ASSESSMENTS.** Each Lot is required to pay all assessments levied by the Association. Where an Owner owns more than one (1) Lot, assessments shall be paid on each Lot owned. Assessments levied by the Association shall be allocated among the Lots as follows:

(a) Annual Assessments shall be allocated to the Lots based on the following formula: a Lot with a residence shall pay 100% of the full Annual Assessment share; a Lot with power and/or water hook-ups and no residence shall pay 95% of the full Annual Assessment share; and a Lot with no residence and no power and/or water hook-ups shall pay 75% of the full Annual Assessment share.

(b) Special Assessments shall be allocated uniformly among the Lots. Thus Special Assessments are based upon the total amount of the Special Assessment divided by the total number of lots.

**7.4 ANNUAL ASSESSMENTS.** The Board of Directors of the Association shall from time to time, and at least annually, prepare an operating budget for the Association, taking into account the current costs of maintenance and services and future needs of the Association, any previous over-assessments and any common profits of the Association. The budget shall provide for such reserve or contingency funds as the Board deems necessary or as may be required by law, but not less than the reserves required by Section

7.8 below. Annual Assessments are based on the annual budget and are apportioned as described in Section 7.3(a) above. Any increase to the Annual Assessment shall require approval of a majority of Lot owners present in person or by proxy at the Annual Meeting.

**7.5 SPECIAL ASSESSMENTS.** In addition to the Annual Assessment, the Board of Directors may levy during any fiscal year, applicable to that year only, a Special Assessment when the Annual Assessments are or will become inadequate to meet all expenses incurred under this Declaration for any reason, including nonpayment of any Owner's assessment on a current basis, or for the purpose of deferring all or any part of the cost of any construction or reconstruction, unexpected repair, or acquisition or replacement of a described capital improvement, or for any other one-time expenditure not to be paid for out of Annual Assessments. Special Assessments which in the aggregate in any fiscal year exceed an amount equal to thirty percent (30%) of the budgeted gross expenses of the Association for the fiscal year may be levied only if approved by a majority of the Lot Owners present in person or by proxy at a meeting duly called for this purpose. Special Assessments shall be apportioned as provided in Section 7.3(b) above and may be payable in lump sum or in installments, with or without interest or discount, as determined by the Board of Directors.

**7.6 INDIVIDUAL ASSESSMENTS.** Any common expense or any part of a common expense benefiting fewer than all of the Lots may be assessed exclusively against the Lots benefited. Individual Assessments may include default assessments levied against any Lot to reimburse the Association for costs incurred in bringing such Lots or its Owner into compliance with the provisions of this Declaration or the Rules and Regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation thereof. Unless otherwise provided by the Board of Directors, Individual Assessments shall be due thirty (30) days after the Board of Directors has given written notice thereof to the Owners subject to the Individual Assessments.

**7.7 OPERATIONS FUND.** The Association shall keep all funds received by it as Assessments, other than reserves described in Section 7.9, separate and apart from its other funds, in an account to be known as the "Operations Fund." The Association shall use such fund exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents within the Property and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the Lots situated upon the Property, including but not limited to:

- (a) Payment of the cost of maintenance, utilities, and services as described in Article 6.
- (b) Payment of the cost of insurance as described herein or in the Bylaws of the Association.
- (c) Payment of the cost of other services which the Association deems to be of general benefit to the Owners, including but not limited to accounting, legal, and secretarial services.

**7.8 RESERVE FUND.** The Association shall establish a reserve fund for replacement of those items to be maintained by the Association all or a part of which will normally require replacement in more than three (3) and less than thirty (30) years ("Reserve Fund"). Such Reserve Fund shall be funded by Assessments against the individual Lots assessed for maintenance of the items for which the Reserve Fund is being established. The amount assessed shall take into account the estimated remaining life of the items for which the reserve is created and the current replacement cost of such items. The Reserve Fund shall be established in the name of the Association and shall be adjusted at regular intervals to recognize changes in current replacement costs over time. The Reserve Fund shall be used only for replacement of Common Areas as determined by the Board of Directors and shall be kept separate from the Operations Fund. The Board

of Directors may borrow funds from the Reserve Fund to meet high seasonal demands on the regular operating funds or to meet other temporary expenses which will later be paid from Annual Assessments or Special Assessments with the approval of a majority of the Lot Owners. Nothing in this section shall prohibit prudent investment of the reserve account. Assessments for the Reserve Fund may be reduced, eliminated, or decreased by an affirmative vote of not less than sixty-seven percent (67%) of the voting interests of the Association. Assessments paid into the Reserve Fund are the property of the Association and are not refundable to individual sellers or Owners of Lots.

**7.9 CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** Each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all assessments or other charges as may be fixed, established, and collected from time to time in the manner provided in this Declaration or the Association Bylaws. Such assessments and charges, together with any interest, late fees, expenses, or attorneys' fees imposed pursuant to Article 8, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or charge is made. Such assessments, charges, and other costs shall also be the personal obligation of the person who was the Owner, of such Lot at the time when the assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article 8 below.

## **ARTICLE 8 ENFORCEMENT**

**8.1 USE OF COMMON AREAS.** In the event any Owner shall violate any provision of this Declaration, the Bylaws of the Association, or Rules or Regulations, the Association, acting through its Board of Directors, shall notify the Owner in writing that the violations exist and that he/she is responsible for them, and may, after reasonable notice and opportunity to be heard, do any or all of the following: (a) suspend his voting rights and rights to use the Common Areas for the period that the violations remain unabated, or for any period not to exceed sixty (60) days for any infraction of the Rules and Regulations, (b) impose reasonable fines upon the Owner, in the manner and amount the Board deems appropriate in relation to the violation, which fines shall be paid into the Operations Fund, or (c) bring suit or action against such Owner to enforce this Declaration. Nothing in this section, however, shall give the Association the right to deprive any Owner access to and from his Lot.

**8.2 NONQUALIFYING IMPROVEMENTS AND VIOLATION OF GENERAL PROTECTIVE COVENANTS.** In the event any Owner constructs or permits to be constructed on his Lot an improvement contrary to the provisions of this Declaration, or causes or permits any improvement, activity, condition, or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated on his Lot, then the Association acting through its Board of Directors shall notify the Owner(s) in writing of any such specific violations of this Declaration and shall require the Owner to remedy or abate the same in order to bring his Lot, the improvements thereon and his use thereof, into conformance with this Declaration at the Owner's sole expense. If the Owner is unable, unwilling, or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, after notice and opportunity to be heard and within thirty (30) days of written notice to the Owner, then the Association acting through its Board of Directors, shall have the right to do any or all of the following:

- (a) Impose reasonable fines against such Owner in the manner and amount the Board deems appropriate in relation to the violation, which fines shall constitute Individual Assessments for purposes of this Declaration;
- (b) Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration.

**8.3 DEFAULT IN PAYMENT OF ASSESSMENTS; ENFORCEMENT OF LIEN.** If an assessment or other charge levied under this Declaration is not paid within thirty (30) days of its due date, such assessment or charge shall become delinquent and shall bear interest, from the due date at the rate set forth below. In such event the Association may exercise any or all of the following remedies:

(a) The Association may suspend such Owners voting rights.

(b) The Association shall have a lien against each Lot for any assessment levied against the Lot and any fines or other charges imposed under this Declaration or the Bylaws against the Owner of the Lot from the date on which the assessment, fine, or charge is due. At any time any assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof is delinquent, the Association, by and through its Board or any management agent, may file a notice of lien in the deed records of Sanpete County, Utah against the Lot in respect to which the delinquency pertains. Once filed, such lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorneys' fees, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time as allowed by law. The lien of the Association shall be superior to all other liens and encumbrances except a lien or encumbrance recorded before the Original Declaration was recorded; a first or second security interest on the Lot secured by a mortgage or trust deed that is recorded before the Association's notice of lien; or a lien for real estate taxes or other governmental assessments against the Lot. The Association through its duly authorized agents, may bid on the Lot at any foreclosure sale, and may acquire and hold, lease, mortgage, and convey the Lot.

(c) The Association may bring an action to recover a money judgment for unpaid assessments, fines, and charges under this Declaration without foreclosing or waiving the lien described in paragraph (b) above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

(d) If the delinquent Owner is leasing his Lot or any portion thereof, the Board of Directors may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due and the payment of such rent to the Board of Directors shall discharge such tenant for rent due, and shall discharge the Owner for such Assessments to the extent of the amount so paid.

(e) The Association shall have any other remedy available to it by law or in equity.

**8.4 SUBORDINATION OF LIEN TO MORTGAGES.** The Lien for the unpaid or delinquent Assessments provided for in this Declaration shall be subordinate to the lien of any mortgage or deed of trust on such Lot which was made in good faith and for value and which was recorded prior to the recordation of the notice of lien. Sale or transfer of any Lot shall not affect the assessment lien, but the sale or transfer of any Lot which is subject to any mortgage or deed of trust pursuant to a decree of foreclosure thereunder or any deed or proceeding, deed, or assignment in lieu of foreclosure shall extinguish any lien of an assessment notice of which was recorded after the recording of the mortgage or trust deed. Such sale or transfer, however, shall not release the Lot from liability for any assessments or charges thereafter becoming due or from the lien of such assessments or charges.

**8.5 INTEREST, EXPENSES, AND ATTORNEY'S FEES.** Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at the rate of eighteen percent (18%) per annum. In addition, a late fee may be charged for each delinquent assessment in an amount established from time to time by resolution of the Board of Directors. In the event the Association shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the

Board of Directors. In the event the Association shall bring any suit or action to enforce this Declaration, or to collect any money due hereunder or to foreclose a lien, the Owner defendant shall pay to the Association all costs and expenses incurred by it in connection with such suit or action, including a foreclosure title report and any and all attorney fees.

**8.6 NONEXCLUSIVENESS AND ACCUMULATION OF REMEDIES.** An election by the Association to pursue any remedy provided for in violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate, or remedy any violation of this Declaration by appropriate legal proceedings. In any such case, the prevailing party shall be entitled to receive its costs and attorneys fees.

## **ARTICLE 9 INSURANCE**

**9.1 TYPES OF INSURANCE.** For the benefit of the Association and its members, the Board of Directors shall obtain and maintain at all times, and shall pay for out of the Operations Fund, such insurance as the Board of Directors may determine to be advisable for the Association.

**9.2 COMMON AREA PROPERTY INSURANCE.** The Association shall maintain a property insurance policy covering the Common Areas to the extent such coverage is reasonably available.

**9.3 DIRECTORS AND OFFICERS LIABILITY INSURANCE.** The Association shall maintain a policy of Directors' and Officers' liability insurance with coverage in the amount of not less than One Million Dollars (\$1,000,000), subject to a reasonable deductible to the extent such coverage is reasonably available.

**9.4 LIABILITY INSURANCE.** The Association shall maintain a public liability policy covering the Common Areas for all damage or injury caused by the negligence of the Association or any of its members or agents, subject to a reasonable deductible, to the extent such coverage is reasonably available.

**9.5 INSURANCE BY LOT OWNERS.** Each Lot Owner shall be responsible for obtaining, at such Lot Owner's expense, insurance against his or her liability, and property insurance covering his or her Lot and its improvements.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**10.1 AMENDMENT.** This Declaration or any provision thereof, as from time to time in effect with respect to all or any part of the Property, may be amended by the vote or written consent of Owners holding not less than sixty-seven percent (67%) of the voting rights in the Association. Any such amendment shall become effective only upon being recorded with the Sanpete County Recorder's Office. Any amendment shall require the President or Secretary of the Association to certify that the amendment(s) was approved in the manner required by this Declaration. In no event shall an amendment under this section change the boundaries of any Lot unless the Owners of the affected Lots unanimously consent to the amendment and the amendment is recorded with the Sanpete County Recorder.

**10.2 JOINT OWNERS.** In any case in which two (2) or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one (1) or more of such persons shall

constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Association, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

**10.3 LESSEES AND OTHER INVITEES.** Lessees, invitees, contractors, guests, and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration, Bylaws, and Rules and Regulations restricting or regulating the Owner's use, improvements, or enjoyment of his Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner him/herself.

**10.4 TERMINATION.** This Declaration may be terminated only if ninety-percent (90%) of all Lot Owners agree to such termination by an executed, acknowledged instrument duly recorded in the real estate records of Sanpete County, Utah.

**10.5 NONWAIVER.** Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**10.6 GOVERNING DOCUMENT CONFLICTS.** If this Declaration conflicts in any way with the Association's Bylaws, Articles of Incorporation, or any Rules and Regulations, this Declaration shall trump and govern.

**10.7 CONSTRUCTION; SEVERABILITY; NUMBER; CAPTIONS.** This Declaration shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision. As used herein, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

**IN WITNESS WHEREOF,** the Association adopted this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for and respecting the Pine Creek Acres, Pine Creek Meadows, Pine Creek Oak Crest, and Pine Creek Vista Subdivisions with the necessary approval of the Lot Owners as required by the Original Declaration.

DATED this 10<sup>th</sup> day of July, 2014.

**PINE CREEK RANCH PROPERTY OWNERS ASSOCIATION, INC.**

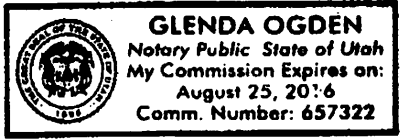
BY: Carl Bradford  
TITLE: President

BY: Lynne Zobel  
TITLE: Secretary

STATE OF UTAH )  
 )SS:  
COUNTY OF SALT LAKE )

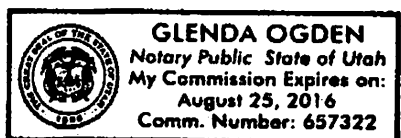
On the 10<sup>th</sup> day of July 2014, who by me being duly sworn, did say that he/she is the President of the Pine Creek Ranch Property Owners Association, Inc. and that the foregoing instrument was properly ratified by more than a majority of the voting interests of the Association.

Glenda Ogden  
Notary Public



On the 10<sup>th</sup> day of July 2014, who by me being duly sworn, did say that he/she is the Secretary of the Pine Creek Ranch Property Owners Association, Inc. and that the foregoing instrument was properly ratified by more than a majority of the voting interests of the Association.

Glenda Ogden  
Notary Public



## EXHIBIT "A"

Northwest 1/4 of Section 29, Township 15 South, Range 5 East of Salt Lake Meridian.

COMMENCING AT THE NORTHEAST CORNER OF SECTION 30, T. 15 S.,  
R. SE., SALT LAKE EASE & MERIDIAN, THENCE SOUTH 1073.79' ALONG  
THE SECTION LINE, THENCE N. 80°00' W. 520.00', THENCE N. 29°23'40"W.  
147.88', N. 50°06'24"W. 121.26', THENCE N. 79°51'18"W. 92.32', THENCE  
S. 77°19'42"W. 68.40', THENCE S. 88°47'42"W. 181.35' THENCE S. 74°10'30"W.  
112.94, THENCE S. 60°52'24" W. 223.11', THENCE S. 60°34'06" W. 188.40',  
THENCE N. 89°05'13" W. 159.91', THENCE S. 64°01'30" W, 67.08', THENCE  
S. 46°44'48" W. 383.67', THENCE S. 61°05'13" W. 333.13', THENCE N. 79°35'30"  
W. 85.81', THENCE N. 72°45'42"W. 10.49, THENCE NORTH 637.03', THENCE  
N. 51°00' W. 341.38', THENCE N. 40°6'40" E. 100.00', THENCE N. 13°31' W.  
265.89', THENCE N 49°37'10" E. 55.4', THENCE N 44°36'50" W. 143.12',  
THENCE S. 79°17'40" W. 10.81', THENCE N. 15°00' W. 105.17', THENCE N.  
56°00' E. 428.46', THENCE N, 81°00' . 560.00', THENCE S. 89°00' E. 890.69',  
THENCE S. 63°00' E. 783.00', THENCE S 89°00' E. 560.00' ALONG THE SECTION  
LINE TO THE POINT OF BEGINNING.,



**EXHIBIT "B"****Pine Creek Acres Subdivision**

<b>Lot Number</b>	<b>Parcel Number</b>	<b>Serial Number</b>
1	32150	3-15-5-531-00118
2	32151	3-15-5-531-00119
3	32152	3-15-5-531-00120
4	32153	3-15-5-531-00121
5	32154	3-15-5-531-00122
6	32155	3-15-5-531-00123
7	32156	3-15-5-531-00124
8	32157	3-15-5-531-00125
9	32158	3-15-5-531-00126
10	32159	3-15-5-531-00127
11	32160	3-15-5-531-00128
12	32161	3-15-5-531-00129
13	32162	3-15-5-531-00130
14	32163	3-15-5-531-00131
15	32164	3-15-5-531-00132
16	32165	3-15-5-531-00133
17	32166	3-15-5-531-00134
18	32167	3-15-5-531-00135
19	32168	3-15-5-531-00136
20	32169	3-15-5-531-00137
21	32170	3-15-5-531-00138
22	32171	3-15-5-531-00139
23	32172	3-15-5-531-00140
24	32173	3-15-5-531-00141
25	32174	3-15-5-531-00142
26	32175	3-15-5-531-00143
27	32176	3-15-5-531-00144
28	32177	3-15-5-531-00145
29	32178	3-15-5-531-00146
30	32179	3-15-5-531-00147
31	32180	3-15-5-531-00148
32	32181	3-15-5-531-00149
33	32182	3-15-5-531-00150
34	32183	3-15-5-531-00151
35	32184	3-15-5-531-00152
36	32185	3-15-5-531-00153
37	32186	3-15-5-531-00154

<b>Lot Number</b>	<b>Parcel Number</b>	<b>Serial Number</b>
38	32187	3-15-5-531-00155
39	32188	3-15-5-531-00156
40	32189	3-15-5-531-00157
41	32190	3-15-5-531-00158
42	32191	3-15-5-531-00159
43	32192	3-15-5-531-00160
44	32193	3-15-5-531-00161
45	32194	3-15-5-531-00162
46	32195	3-15-5-531-00163
47	32196	3-15-5-531-00164
48	32197	3-15-5-531-00165
49	32198	3-15-5-531-00166
50	32199	3-15-5-531-00167
51	32200	3-15-5-531-00168
52	32201	3-15-5-531-00169
53	32202	3-15-5-531-00170
54	32203	3-15-5-531-00171
55	32204	3-15-5-531-00172
56	32205	3-15-5-531-00173
57	32206	3-15-5-531-00174
58	32207	3-15-5-531-00175
59	32208	3-15-5-531-00176
60	32209	3-15-5-531-00177
61	32210	3-15-5-531-00178
62	32211	3-15-5-531-00179
63	32212	3-15-5-531-00180
64	32213	3-15-5-531-00181
65	32214	3-15-5-531-00182
66	32215	3-15-5-531-00183
67	32216	3-15-5-531-00184
68	32217	3-15-5-531-00185
69	32218	3-15-5-531-00186
70	32219	3-15-5-531-00187
71	32220	3-15-5-531-00188
72	32221	3-15-5-531-00189
73	32222	3-15-5-531-00190

**EXHIBIT "B" (cont'd)**

**Pine Creek Meadows Subdivision**

Lot Number	Parcel Number	Serial Number
1	32050	3-15-5-531-00046
2	32051	3-15-5-531-00047
3	32052	3-15-5-531-00048
4	32053	3-15-5-531-00049
5	32054	3-15-5-531-00050
6	32055	3-15-5-531-00051
7	32056	3-15-5-531-00052
8	32057	3-15-5-531-00053
9	32058	3-15-5-531-00054
10	32059	3-15-5-531-00055
11	32060	3-15-5-531-00056
12	32061	3-15-5-531-00057
13	32062	3-15-5-531-00058
14	32063	3-15-5-531-00059
15	32064	3-15-5-531-00060
16	32065	3-15-5-531-00061
17	32066	3-15-5-531-00062
18	32067	3-15-5-531-00063
19	32068	3-15-5-531-00064
20	32069	3-15-5-531-00065
21	32070	3-15-5-531-00066
22	32071	3-15-5-531-00067
23	32072	3-15-5-531-00068
24	32073	3-15-5-531-00069
25	32074	3-15-5-531-00071
26	32075	3-15-5-531-00072
27	32076	3-15-5-531-00073
28	32077	3-15-5-531-00074
29	32078	3-15-5-531-00075
30	32079	3-15-5-531-00076
31	32080	3-15-5-531-00077
32	32081	3-15-5-531-00078
33	32082	3-15-5-531-00079
34	32083	3-15-5-531-00080
35	32084	3-15-5-531-00081
36	32085	3-15-5-531-00082
37	32086	3-15-5-531-00083

Lot Number	Parcel Number	Serial Number
38	32087	3-15-5-531-00084
39	32088	3-15-5-531-00085
40	32089	3-15-5-531-00086
41	32090	3-15-5-531-00087
42	32091	3-15-5-531-00088
43	32092	3-15-5-531-00089
44	32093	3-15-5-531-00090
45	32094	3-15-5-531-00091
46	32095	3-15-5-531-00092
47	32096	3-15-5-531-00093
48	32097	3-15-5-531-00094
49	32098	3-15-5-531-00095
50	32099	3-15-5-531-00096
51	32100	3-15-5-531-00097
52	32101	3-15-5-531-00098
53	32102	3-15-5-531-00099
54	32103	3-15-5-531-00100
55	32104	3-15-5-531-00101
56	32105	3-15-5-531-00102
57	32106	3-15-5-531-00103
58	32107	3-15-5-531-00104
59	32108	3-15-5-531-00105
60	32109	3-15-5-531-00106
61	32110	3-15-5-531-00107
62	32111	3-15-5-531-00108
63	32112	3-15-5-531-00109
64	32113	3-15-5-531-00110
65	32114	3-15-5-531-00111
66	32115	3-15-5-531-00112
67	32116	3-15-5-531-00113
68	32117	3-15-5-531-00114
69	32118	3-15-5-531-00115
70	32119	3-15-5-531-00116
71	32120	3-15-5-531-00117
	000032073X	3-15-5-531-00070
	00020150X2	1-12-4-502-00070

**EXHIBIT "B" (cont'd)**

**Pine Creek Oak Crest Subdivision**

<b>Lot Number</b>	<b>Parcel Number</b>	<b>Serial Number</b>
1	32501	3-15-5-531-00191
2	32502	3-15-5-531-00192
3	32503	3-15-5-531-00193
4	32504	3-15-5-531-00194
5	32505	3-15-5-531-00195
6	32506	3-15-5-531-00196
7	32507	3-15-5-531-00197
8	32508	3-15-5-531-00198
9	32509	3-15-5-531-00199
10	32510	3-15-5-531-00200
11	32511	3-15-5-531-00201
12	32512	3-15-5-531-00202
13	32513	3-15-5-531-00203
14	32514	3-15-5-531-00204
15	32515	3-15-5-531-00205
16	32516	3-15-5-531-00206
17	32517	3-15-5-531-00207
18	32518	3-15-5-531-00208
19	32519	3-15-5-531-00209
20	32520	3-15-5-531-00210
21	32521	3-15-5-531-00211
22	32522	3-15-5-531-00212
23	32523	3-15-5-531-00213
24	32524	3-15-5-531-00214
25	32525	3-15-5-531-00215
26	32526	3-15-5-531-00216
27	32527	3-15-5-531-00217
28	32528	3-15-5-531-00218
29	32529	3-15-5-531-00219
30	32530	3-15-5-531-00220
31	32531	3-15-5-531-00221
32	32532	3-15-5-531-00222
33	32533	3-15-5-531-00223
34	32534	3-15-5-531-00224
35	32535	3-15-5-531-00225
36	32536	3-15-5-531-00226
37	32537	3-15-5-531-00227
38	32538	3-15-5-531-00228

<b>Lot Number</b>	<b>Parcel Number</b>	<b>Serial Number</b>
39	32539	3-15-5-531-00229
40	32540	3-15-5-531-00230
41	32541	3-15-5-531-00231
42	32542	3-15-5-531-00232
43	32543	3-15-5-531-00233
44	32544	3-15-5-531-00234
45	32545	3-15-5-531-00235
46	32546	3-15-5-531-00236
47	32547	3-15-5-531-00237
48	32548	3-15-5-531-00238
49	32549	3-15-5-531-00239
50	32550	3-15-5-531-00240
51	32551	3-15-5-531-00241
52	32552	3-15-5-531-00242
53	32553	3-15-5-531-00243
54	32554	3-15-5-531-00244
55	32555	3-15-5-531-00245
56	32556	3-15-5-531-00246
57	32557	3-15-5-531-00247
58	32558	3-15-5-531-00248
59	32559	3-15-5-531-00249
60	32560	3-15-5-531-00250
61	32561	3-15-5-531-00251
62	32562	3-15-5-531-00252

**EXHIBIT "B" (cont'd)**

**Pine Creek Vista Subdivision**

Lot Number	Parcel Number	Serial Number
	7029	5-18-2-011-00044
	7032	5-18-2-011-00037
	25876	3-15-3-033-00029
1	32000	3-15-5-531-00001
2	32001	3-15-5-531-00002
3	32002	3-15-5-531-00003
4	32003	3-15-5-531-00004
5	32004	3-15-5-531-00005
6	32005	3-15-5-531-00006
7	32006	3-15-5-531-00007
8	32007	3-15-5-531-00008
9	32008	3-15-5-531-00009
10	32009	3-15-5-531-00010
11	32010	3-15-5-531-00011
12	32011	3-15-5-531-00012
13	32012	3-15-5-531-00013
14	32013	3-15-5-531-00014
15	32014	3-15-5-531-00015
16	32015	3-15-5-531-00016
17	32016	3-15-5-531-00017
18	32017	3-15-5-531-00018
19	32018	3-15-5-531-00019
20	32019	3-15-5-531-00020
21	32020	3-15-5-531-00021
22	32021	3-15-5-531-00022
23	32022	3-15-5-531-00023
24	32023	3-15-5-531-00024
25	32024	3-15-5-531-00025
26	32025	3-15-5-531-00026
27	32026	3-15-5-531-00027
28	32027	3-15-5-531-00028
29	32028	3-15-5-531-00029
30	32029	3-15-5-531-00030
31	32030	3-15-5-531-00031
32	32031	3-15-5-531-00032
33	32032	3-15-5-531-00033
34	32033	3-15-5-531-00034
35	32034	3-15-5-531-00035

Lot Number	Parcel Number	Serial Number
36	32035	3-15-5-531-00036
37	32036	3-15-5-531-00038
38	32037	3-15-5-531-00040
39	32038	3-15-5-531-00041
40	32039	3-15-5-531-00042
41	32040	3-15-5-531-00043
42	32041	3-15-5-531-00044
49	32048	3-15-5-531-00045
	000032035X	3-15-5-531-00037
	000032036X	3-15-5-531-00039