

WHEN RECORDED RETURN TO:
Gorgoza Pines Ranch, Inc.
231 South 1300 East
Salt Lake City, Utah 84102

Entry No. 141275	Book M102
RECORDED 10-6-77	PLAT NO. 10M Page 118-134
REQUEST of Strong & Hanna	
FEE \$ 21.00	WANDA Y. SPRIGGS, SUMMIT CO. RECORDER
INDEXED	By Wanda Y. Spriggs ABSTRACT 604 Boston Bldg 84111

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PINEBROOK SUBDIVISIONS

SUMMIT COUNTY, UTAH

THIS DECLARATION, made this 9th day of September, 1977, by
GORGOZA PINES RANCH, INC., a Utah Corporation, hereinafter referred to
as "Declarant":

WITNESSETH:

WHEREAS, Declarant is the owner of the real property in the County
of Summit, State of Utah, described as:

Lots 1 through 100 Pinebrook Subdivisions 1 and 2
as shown by the official plat thereof recorded in the
Office of the Recorder of Summit County, Utah.

WHEREAS, Declarant has deemed it desirable to impose a general plan for
the improvement and development of the portion of said tract and all of the property
described herein and the adoption and establishment of covenants, conditions and
restrictions upon said real property and each and every lot and portion thereof
and upon the use, occupancy and enjoyment thereof, all for the purpose of
enhancing and protecting the value, desirability, and attractiveness of said tract;
and

WHEREAS, Declarant has deemed it desirable for the efficient preservation
of the value, desirability and attractiveness of the portion of said tract and any
additional property which may be annexed thereto, pursuant to the provisions of
this Declaration, to create a corporation to which should be delegated and assigned
the powers of maintaining and administering the common area and administering
and enforcing these covenants, conditions and restrictions and collecting and
disbursing funds pursuant to the assessment and charges hereinafter created and
referred to; and

WHEREAS, Pinebrook Homeowner's Association, a nonprofit corporation,
will be incorporated under the laws of the State of Utah for the purpose of
exercising the powers and functions aforesaid; and

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that
all of said lots and property described above and such additions thereto as may
hereafter be made pursuant to Article II hereof shall be held, sold and conveyed
subject to the following covenants, conditions, restrictions and easements which
are hereby declared to be for the benefit of the whole tract and all of the property
described herein and the owners thereof, their successors and assigns. These
covenants, conditions, restrictions and easements shall run with the said real
property and shall be binding on all parties having or acquiring any right, title
or interest in the described real property or any part thereof and shall inure to the
benefit of each owner thereof and are imposed upon said real property and every
part thereof as a servitude in favor of each and every parcel thereof as the
dominant tenement or tenements.

ARTICLE I

DEFINITIONS

The following terms used in these covenants, conditions and restrictions
shall be applicable to this Declaration and also to any supplemental declaration
recorded pursuant to Article II hereof and are defined as follows:

INDEXED: _____
SEARCHED: _____
SERIALIZED: _____
FILED: _____

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See Supplementary Declaration etc #426573 BK 905 PG 253-59
See Supplementary Declaration #213819 Bl. 280 P. 622-24
See Supplementary Declaration #213801 Bl. 280 P. 625-27
First Amendment to Declaration & Covenants etc #242526 Bl. 363 P. 303-308

Section 1. "Association" shall mean and refer to Pinebrook Homeowner's Association, a nonprofit corporation, incorporated under the laws of the State of Utah, its successors and assigns.

Section 2. "Common area" and "common facilities" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 3. "Lot" shall mean any parcel of property shown as a separate numbered lot on the recorded Plat of the Subdivisions, with the exception of the "Common Area." Where there are provisions, either in the Plat maps, or otherwise, for more than one family dwelling on any one numbered lot, such as in the case of apartments or condominiums, then each family dwelling unit shall be deemed to be one lot for purposes of this Declaration. Where numbered lots are used for commercial purposes, and a single business occupies or has the use of more than one numbered lot, then all of the numbered lots occupied or used by that business shall be combined and deemed to be one lot for purposes of this Declaration.

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers and buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Gorgoza Pines Ranch, Inc., its successors and assigns.

Section 7. "Deed of trust" shall mean the conveyance of any lot or other portion of the property to secure the performance of an obligation.

Section 8. "Conveyance" shall mean and refer to conveyance of a fee simple title to any lot.

Section 9. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as hereafter may be made subject to this Declaration, and excluding any real property that hereafter may be withdrawn from this Subdivision pursuant to this Declaration.

Section 10. "Subdivision" or "Pinebrook Subdivision" shall mean PINEBROOK #1 and 2, according to the official plat thereof recorded in the office of the County Recorder of Summit County, State of Utah, and any subdivision hereafter added pursuant to the terms of this Declaration.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTY

Any real property may be annexed to and become subject to this Declaration by any of the methods set forth hereinafter in this Article, as follows:

Section 1. Annexation Without Approval and Pursuant to General Plan. Any real property may be annexed to and become subject to this Declaration and subject to the jurisdiction and a part of the Association without the approval, assent or vote of the Association or its members, providing and on condition that:

(a) Prior to the conveyance of title to any improved lots within the real property to be annexed to individual purchasers thereof, fee simple title

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or right-of-way to the common area within said real property shall be conveyed to the Association, free and clear of any and all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and easements, covenants, conditions and restrictions then of record, including those set forth in this Declaration.

(b) A supplementary Declaration of Covenants, Conditions and Restrictions, as described hereinafter in Section 3 of this Article, describing the real property to be annexed, shall be executed and recorded by Gorgoza Pines Ranch, Inc., the owner of said real property, or its successors and assigns. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter all of the owners of lots in said real property shall automatically be members of the Association.

Section 2. Annexation Pursuant to Approval. Upon approval in writing of the Association, pursuant to a two-thirds vote of those present at a meeting for this purpose that has been duly called of members including proxies who are entitled to vote, any owner of single-family residential property and/or property for the common use of owners of such residential property who desires to add such property to the plan of this Declaration and to subject such property to the jurisdiction of the Association, may file of record a Supplementary Declaration, as described in Section 3 of this Article.

Section 3. Supplementary Declarations. The additions authorized under the foregoing Sections shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions, or similar instrument, with respect to the additional property which shall extend the plan of this Declaration to such property.

Such Supplementary Declarations contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Supplementary Declaration merger or consolidation, revoke, modify or add to the covenants established by this Declaration within the existing property, except as hereinafter otherwise provided.

The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter all of the owners of lots in said real property shall automatically be members of the Association.

Section 4. Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration within the existing property, together with the covenants and restrictions established upon any other property, as one plan.

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ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, shall be a member of the Association. The terms and provisions set forth in this Declaration, which are binding upon all owners of all lots and all members in the Association, are not exclusive, as the member shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the By-Laws of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership for each lot owned. Membership shall be appurtenant to and may not be separated from the ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

Section 2. Transfer. The membership held by any owner of a lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such lot, and then only to the purchaser or deed of trust holder of such lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of such lot, the Association shall have the right to record the transfer upon the books of the Association.

Section 3. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1 above with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Section 1.

All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles and By-Laws of the Association.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the common area, if any, and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

(a) The right of the Association to establish uniform rules and regulations pertaining to the use of the common area including but not limited to private streets and the recreational facilities thereof.

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(b) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the common area and facilities and to aid thereof, to mortgage said property, provided that the rights of any mortgagee shall be subordinate to the rights of the members.

(c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless a written instrument pursuant to a two-thirds majority vote of those present at a meeting for this purpose that has been duly called of members including proxies who are entitled to vote has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than ten (10) days in advance. However, the Declarant reserves the right to grant easements over any part of the common area or any other designated utility easement areas for utility purposes.

(d) The right of Declarant (and its sales agents and representatives) to the non-exclusive use of the common area and the facilities thereof, for display and exhibit purposes in connection with the sale of any real property, which right Declarant hereby reserves. No such use by Declarant or its sales agents or representatives shall otherwise restrict the members in their use and enjoyment of the common areas or facilities thereof.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Waiver of Use. No member may exempt himself from personal liability for assessments duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the common area and the facilities thereon or by abandonment of his lot other than by sale thereof.

Section 4. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that in the event it designates any portion of the properties as a common area, that it will convey fee simple title or rights-of-way to such common areas in the existing property to the Association, free and clear of all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and easements, conditions and reservations then of record, including those set forth in this Declaration.

Section 5. Nothing in this Declaration shall be construed to obligate Declarant to designate or provide any part of the properties as common area.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Class A member, by acceptance of a real estate contract or deed therefor, whether or not it shall be so expressed in any such contract or deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made.

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Each such assessment together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them. No membership may be transferred to a subsequent purchaser until all assessments, interest penalties and other charges that are due have been paid in full to the Association.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common area.

Section 3. Regular Assessments. The amount and time of payment of regular assessments shall be determined by the Board of Trustees of the Association pursuant to the Articles of Incorporation and By-Laws of said Association after giving due consideration to the current maintenance costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every owner, and the due date for the payment of same shall be set forth in said notice.

Section 4. Special Assessments for Capital Improvements. In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the combined votes of both classes of membership entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of taking any action authorized under this section shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At such meeting called, the presence of members or of proxies entitled to cast 50 percent or more of all the combined votes of both classes of membership shall constitute a quorum for any action authorized under this section of this Article.

Section 5. Uniform Rate of Assessment. Both regular and special assessments shall be fixed at a uniform rate for all lots owned by Class A members and may be collected monthly or at such other times as the Board may determine.

Section 6. Date of Commencement of Regular Assessments and Fixing Thereof. The regular assessments provided for herein shall commence as to all lots on the first day of the month following the purchase of each lot to an individual owner. Monthly or annual assessments will be payable at times designated by the Board of Trustees of the Association.

Section 7. Certificate of Payment. The Association shall, upon demand, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

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- (a) All properties dedicated to and accepted by a local public authority;
- (b) the common area, if any;
- (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Utah; and
- (d) all Class B memberships.

ARTICLE VI

NON-PAYMENT OF ASSESSMENTS

Section 1. Delinquency. Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment, not paid within fifteen (15) days after its due date, the Association may, at its election, require the owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$10.00 per each delinquent assessment. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 10% per annum, and the Association may, at its option, bring an action at law against the owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Section 2 hereof, to foreclose the lien (provided for in Section 1 of Article V hereof) against the lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee, together with the costs of action. Each owner vests in the Association or its assigns, the right and power to bring all actions at law or in equity or lien foreclosure against all proper parties for the collection of such delinquent assessments.

Section 2. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered to the owner of said lot.

Section 3. Foreclosure Sale. Any such foreclosure and subsequent sale provided for above is to be conducted in accordance with the laws of the State of Utah relating to liens, mortgages, and deeds of trust. The Association, through its duly authorized agents, shall have the power to bid on the lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed \$25.00, to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

Section 5. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 6. Subordination of Assessment Liens. If any lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a

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deed in trust: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such deed of trust; and (2) the foreclosure of the lien of deed of trust or the acceptance of a deed in lieu of foreclosure of the deed of trust shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the deed of trust, with the foreclosure-purchaser or deed-in-lieu-grantee taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure of deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Approval by Architectural Committee. No building, fence, wall or any other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any excavating, alteration of any stream or clearing, removal of shrubs or trees or landscaping on any lot within the properties be done unless a written application is submitted for approval of such improvement or improvements to the Architecture Committee and in connection therewith shall submit two complete sets of plans and specifications for the proposed improvement or improvements, together with a reasonable processing fee of Twenty-Five Dollars (\$25.00), showing the following:

- (a) An overall view of the proposed improvement or improvements.
- (b) The location of said improvement or improvements on the lot upon which it or they will be placed or constructed and the location of the proposed improvement or improvements relative to other improvements on said lot.
- (c) Floor plans of each floor level.
- (d) The basic structural system of the improvement or improvements and the materials to be used in the construction thereof.
- (e) Elevations.
- (f) Provision for temporary and permanent parking of vehicles in connection with use of the facility.
- (g) Design and layout of proposed sewage lines to sewer system.
- (h) Proposed time schedule for construction to completion.
- (i) A survey acceptable to the Architectural Committee locating lot corners and the proposed building position.

Section 2. The Architectural Committee shall not give its consent to the proposed improvement unless, in the opinion of the Architectural Committee, the improvement is properly designed and the design, contour, materials, shapes, colors and general character of the improvement shall be in harmony with existing structures on the lot and on neighboring lots, and in harmony with the surrounding landscape, and the improvements shall be designed and located upon the lot so as to minimize the disruption to the natural land forms and vegetation cover.

Section 3. The Architectural Committee shall have the right to disapprove any application in the event said application and the plans and specifications

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submitted therewith are not of sufficient detail, or are not in accordance with the provisions herein set forth, or if the design or construction of the proposed improvement is not in harmony with neighboring improvements and the general surroundings, or if the design and the plans for construction do not include sufficient safeguards for preservation of the environment or for any other reason the Architectural Committee may deem in the best interests of the Subdivision. The decision of the Planning Committee shall be final, binding and conclusive on all of the parties affected.

Section 4. Declarant reserves the right to change at any time the bounds and area of any lot owned by it provided such change does not adversely affect the access to any lot sold to a third party, and that such change has been approved and is in accordance with the various county, state and/or federal regulations controlling this Subdivision.

Section 5. Non-Waiver. The approval of the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or in connection with any other matter, requiring the approval of the Architectural Committee under these restrictions, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval. Upon approval or disapproval of the plans by the Architectural Committee, one set of plans shall be returned to the lot owner and one set shall be retained by the Committee. If the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In order to obtain such approval, the owner must submit for consideration of the Architectural Committee such details and information with relation to the contemplated action as the Architectural Committee shall request.

Section 6. Professional Assistance. If at any time the Architectural Committee shall determine that it would be in the best interest of Pinebrook Subdivision for such owner to employ professional assistance, to design any improvement involved in the proposed work, the Architectural Committee shall inform such owner in writing of its determination, whereupon all plans and specifications shall be prepared by such qualified professionals as the Architectural Committee shall determine.

Section 7. Landscaping Control. Each member shall maintain his lot in an attractive and safe manner so as not to detract from the community.

Section 8. Architectural Committee Rules. The Architectural Committee may, from time to time and in its sole discretion adopt, amend and repeal by unanimous vote, rules and regulations to be known as "Architectural Committee Rules" which, among other things interpret or implement the provisions of Section 1. A copy of the Architectural Committee Rules as they may from time to time be adopted, amended or repealed, certified by any member of the Architectural Committee shall be available from the Architectural Committee.

Section 9. Building and Landscaping Time Restrictions. The exterior construction of all structures shall be completed within a period of two (2) years following commencement of construction. The front yard of each lot shall be landscaped within a period of one (1) year following completion or occupancy of each dwelling. Side and rear yards shall be landscaped within a period of two (2) years following completion or occupancy of each dwelling. Areas covered with natural foliage (e.g. scrub oak, aspen, sagebrush, etc.) will be considered landscaped.

All Class A members of the Association possessing vacant lots shall be responsible for keeping such lots clean in appearance and free from all refuse and potential fire hazards. No vacant lot shall be used for storage of any kind except during the construction period.

Section 10. Appointment of Architectural Committee. The Declarant shall appoint the Architectural Committee, consisting of not less than three (3) members. In the event of the death or resignation of any member of the Committee, the Board of Trustees of the Association, with the approval of the Declarant, shall appoint such member's successor.

Section 11. Liability. Neither the Architectural Committee nor any member thereof shall be liable to any owner or third persons for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any property within the subdivision.

Section 12. General Provisions. The members of such Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee shall be in force for a period of forty (40) years from the date of the recording of this Declaration. Such powers and duties shall continue following the forty year period until a written instrument has been executed and duly recorded by the then record owners of a majority of the lots appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Committee. Said Representatives may be the members of the Board of Trustees of the Association.

Section 13. Variances. The Architectural Committee may, in its sole discretion, by an affirmative vote of a majority of the members of the Architectural Committee, allow reasonable variances as to any of the covenants and restrictions contained in this instrument, on such terms and conditions as it shall require.

ARTICLE VIII

DUTIES AND POWERS OF THE ASSOCIATION

Section 1. Duties and Powers. In addition to the duties and powers enumerated in the Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, and/or maintain and otherwise manage all of the common areas and all facilities, improvements and landscaping thereon, including but not limited to the private streets and street fixtures, and all other property acquired by the Association.

(b) Pay any real and personal property taxes and other charges assessed against the common areas.

(c) Have the authority to obtain, for the benefit of all of the common areas, all water, gas and electric services and refuse collection.

(d) Grant easements where necessary for utilities and sewer facilities over the common areas to serve the common areas and the lots.

(e) Maintain such policy or policies of insurance as the Board of Trustees of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members.

(f) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association.

(g) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Trustees of the Association.

ARTICLE IX

EASEMENTS

Section 1. The rights and duties of the owners of lots within the properties with respect to sanitary sewer and water, electricity, gas and telephone and Cable Television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer connections and/or water connections or electricity, gas or telephone and Cable Television lines or drainage facilities are installed within the properties, which connections, lines or facilities, or any portion thereof lie in or upon lots owned by Association or other than the owner of a lot served by said connections, the Association and the owners of any lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the lots or to have utility companies enter upon the lots within the properties in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer connections and/or water connections or electricity, gas or telephone or Cable Television lines or drainage facilities are installed within the properties, which connections serve more than one lot, the owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

Section 2. Easements over the lots and common area properties for the installation and maintenance of electric, telephone, Cable Television, water, gas and sanitary sewer lines, drainage facilities, and street entrance ways as shown on the recorded tract map of the properties, or other documents of record, are hereby reserved by Declarant, together with the right to grant and transfer the same for the use and benefit of the members of the Association.

Section 3. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and over the rear and side five feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and 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 easements. 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.

ARTICLE X

USE RESTRICTIONS

The general objectives and intent of these covenants, restrictions and conditions, is to create and maintain a large residential district characterized by the following: Private drives and lanes, which may if desired be protected by private gate keepers; spacious estates; large homes; private parks and playgrounds; well kept lawns, trees, and other plantings; minimum vehicular traffic; and quiet residential conditions favorable to family living.

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Section 1. Zoning Regulations. The lands within the properties shall never 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 enforced from time to time.

Section 2. Land Use and Building Type.

(a) No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height.

(b) No single-story dwelling shall be erected or placed on any lot in the subdivision with floor space in said dwelling of less than 1500 square feet on the ground level, excluding garage, carport and patio.

(c) Two-story dwellings shall have at least 1100 square feet on the ground floor level, exclusive of garage, carport and patio, and at least 600 square feet on the second floor level.

(d) All single-family dwellings may include the following accessory buildings and structures not used for residential occupancy: An attached private garage for the storage of not more than four automobiles or a carport for storage of not more than three automobiles; greenhouses for private use only; private swimming pools; pergolas and arbors.

(e) Every single-family dwelling must have a minimum of a two car garage.

(f) Driveways for single family dwellings must be large enough to accommodate two parked automobiles.

(g) No fences shall be allowed in the front yards or in side yards from the average front line of the dwelling forward or in side yards of corner lots which face the street. Hedges and landscaping will be permitted.

Section 3. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building set back line.

Section 4. Building Location. No building shall be located on any lot nearer than thirty (30) feet to the front lot line or nearer than thirty-five (35) feet to the rear lot line, nor nearer than fifteen (15) feet to any side lot line except by approval of Architectural Committee.

Section 5. Height Requirements. No single-family dwelling shall be erected to a height greater than thirty (30) feet above a point representing the average grade at the front set back line.

Section 6. Recontouring. No lot shall be recontoured in excess of two feet without prior written approval of the Architectural Committee.

Section 7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 8. Temporary Structures. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No temporary structure, housetrailer, mobile home, camper, or

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non-permanent outbuilding shall ever be placed or erected on any lot except with the approval of the Architectural Committee and only then during construction. No dwelling house on any lot shall be occupied in any manner prior to its completion without a written approval of the Architectural Committee. No old or secondhand structures shall be moved onto any of said lots, it being the intention hereof that all dwellings and other buildings to be erected on said lots, or within said subdivision, shall be new construction of good quality workmanship and materials.

Section 9. Overnight Parking. No vehicle of any kind, including but not limited to, automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or other wheeled vehicles shall be permitted to be parked on any public street within the subdivision projects between the hours of 12:00 o'clock midnight and 10:00 o'clock A.M. of any morning or at any other time while it is snowing.

Section 10. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 13. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. No rubbish, trash, papers, junk or debris shall be burned upon any lot except that trash may be burned inside homes that are properly equipped with inside incinerator units.

Section 14. Sewage Disposal and Water Supply. No individual sewage-disposal system or water supply system shall be permitted on any lot.

Section 15. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight-lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

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Section 16. No Business Uses. The lands within the property shall be used exclusively for single family residential living purposes and shall never be occupied or used for any commercial or business purpose except that the Declarant or its duly authorized agent may use any lot owned by Declarant as a sales office, sales model, or property office or rental office, and with the further exception that any owner or his duly authorized agent may rent or lease said owner's residential building from time to time.

Section 17. No Re-Subdivision. No lot shall be re-subdivided, and only one single family residence shall be constructed or allowed to remain per lot.

Section 18. Underground Utility Lines. All water, gas, electrical, telephone and television cables, 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 surfaces of the ground.

Section 19. Maintenance of Property. All lots and all improvements on any lot shall be kept and maintained by the owner thereof in clean, safe, attractive and slightly condition and good repair.

Section 20. No Hazardous Activities. No activities shall be conducted on any lot and no improvements constructed on any lot 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 lot, and no open fires shall be lighted or permitted on any lot except in a contained barbeque unit while attended and in use for cooking purposes or within safe and well-designed interior fireplaces.

Section 21. Dwelling Construction and Fence Restrictions. In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are set out:

(a) Dwelling style, design, alterations or additions will conform to standards determined by the Architectural Committee.

(b) Exterior construction materials will be limited to stone, stone veneer, brick or brick veneer, wood siding, stucco or aluminum and shall be in earth tones indigenous to the area. Specifications regarding the color, texture, finish and quality for the above will be posted and made available by the Architectural Committee.

(c) Roof design shall be limited to a minimum of a 4/12 pitch.

(d) Location of all storage or utility buildings, garbage and refuse containers, air conditioning equipment, clothes drying lines, and utility pipes, etc., must be placed at the rear of the dwelling and located on the site in such a manner as not to be conspicuous from the frontage street.

(e) Any light used to illuminate garages, patios, parking areas or for any other purpose shall be so arranged as to reflect light away from adjacent residences and away from the vision of passing motorists.

(f) Fences or walls shall be of wood or brick. No fence or walls of chain link, wire mesh or unpainted concrete block shall be allowed except in back yards. Fences, walls or hedges shall not exceed six feet.

Section 22. Off Road Vehicles. No automobiles, trucks, motorcycles, trail bikes, snowmobiles, four wheel drive vehicles or vehicles of any kind shall

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be operated on any of Declarant's property wherever the same may be situated or any place on the subdivision other than on the public roadways.

Section 23. Mail Box and Yard Lamp. All owners at the time of construction shall be required to furnish, install and maintain a mail box and a front yard lamp, the type and location of which shall be in accordance with the specifications and requirements of the Architectural Committee.

Section 24. Private Area: Uses, Restrictions. The Architectural Committee or its duly authorized agents, shall have the right, at any time, and from time to time, without any liability to the Owner for trespass or otherwise, to enter upon any private area for the purpose (1) of removing any improvement constructed, reconstructed, refinished, altered, or maintained upon such private area in violation of these covenants, (2) of restoring or otherwise reinstating such private areas, and (3) of otherwise enforcing without any limitation, all of the restrictions set forth in this declaration. No improvement, excavation or other work which in any way alters any private area from its natural or improved state existing on the date such private area was first sold shall be made or done except upon strict compliance with this Declaration.

Section 25. Removal of Natural Foliage. No trees, shrubs, bushes or other natural foliage shall be removed except as is absolutely necessary for the ingress and egress and construction of the dwelling and other permitted structures on the lot without the prior written approval of the Architectural Committee.

Section 26. Rules and Regulations. No owner shall violate the rules and regulations for the use of the lots as adopted from time to time by the Association. No such rules and regulations shall be established which violate the intention or provisions of this Declaration or which shall unreasonably restrict the use of any lot by the owner thereof.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, any owner, or Summit County, Utah, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. 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.

Section 2. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 4. Amendments. At any time while any provision, covenant, condition or restriction contained in this Declaration or amendment thereto, is in force and effect, it may be amended or repealed by the recording of a written

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instrument specifying the amendment or repeal, executed by owners representing a majority of the combined votes of both classes of membership entitled to vote. It is intended by this paragraph that the Declarant, having three (3) votes per lot owned, as per Article III, Section 3 above, shall have sufficient votes, by itself, to amend this Declaration until such time as 75 percent or more of the lots within the properties are owned by Class A members.

Section 5. Consent to Future Zoning. Each lot owner hereby acknowledges receipt of a copy of this Declaration and of Declarant's master plan showing the proposed single-family dwelling, multiple family dwelling and commercial areas, and acknowledges that Declarant intends to request zoning changes from time to time to permit smaller residential lots, multiple family and commercial use of Declarant's land located in the vicinity of the subdivision and as is generally shown on the master plan. Each lot owner for himself, his successors and assigns hereby consents to and covenants not to object to any application made by Declarant for a change in zoning permitting the use of any of Declarant's land for smaller residential lots, and multiple family uses, including but not limited to duplexes, fourplexes, apartments, condominiums and for commercial use including but not limited to motels, hotels, shopping centers, retail outlets, service stations, theaters, restaurants, professional buildings, etc. Each lot owner for himself, his successors and assigns, covenants and agrees to execute any and all instruments in writing that may be requested or needed by Declarant to obtain such zoning change or changes.

Section 6. Withdrawal of Properties. The trustees of the Pinebrook Homeowner's Association shall have the authority to withdraw any common area, lot or lots from the operation of this Declaration, prior to the sale of said lot or lots, so that said common area, lot or lots shall not thereafter be subject to any of the provisions of this Declaration.

Section 7. Limited Liability. Neither Declarant, the Association, the Trustees of the Association, the Architectural Committee, nor any member, agent, representative, officer, director, 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 pertaining to or contemplated by this Declaration.

Section 8. Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure of trustee's sale, or otherwise.

Section 9. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 10. Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association, or any other lot owner in the subdivision. Such remedy shall be deemed cumulative and not exclusive.

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