

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

Ent 149132 Bk 557 Pg 1
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Amended

**Declaration of Covenants, Conditions and Restrictions
PREAMBLE**

REED D HATCH, Recorder
SANPETE COUNTY CORPORATION
For: PINE CREEK PROPERTY OWNERS ASSO

Conditions, Covenants, Restrictions, and Easements affecting the Property of Pine Creek Ranch, Inc. PINECREEK SEC DEL
set forth by J. Oneil Miner and J. Paul Jewkes, Trustees, hereinafter called the Declarants.

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

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

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

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

**CLAUSE I
PROPERTY SUBJECT TO THESE COVENANTS**

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

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

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

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

**CLAUSE II
GENERAL PURPOSES AND CONDITIONS**

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

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

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