

Pine Creek Vista lots 1-49
Pine Creek Meadows lots 1-71

19-15-5E-2
29-15-5E-4
30-15-5E-3

ENTRY NO. 225040 413-423
RECORDED 2-5-74 AT 10 A M. BOOK 172
REQUEST OF O'Neil Miner
FEE PAID - JACKSON WANLASS, SANPETE COUNTY RECORDER
\$ 19.50 BY [Signature] DEPUTY

PINE CREEK PROPERTY OWNERS ASSOCIATION

PROTECTIVE COVENANTS

PREAMBLE

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

WITNESSETH:

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 in 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, 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 or Pine Creek Acres Subdivisions, or for Pine Creek Inc., or for 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 or other dues for such violation.

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

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

(d) Monthly Assessments. The monthly lot assessment is one (\$1.00) dollar per month and the monthly improvements assessment is five (\$5.00) dollars per month for a total of six (\$6.00) dollars per month. The lot assessment begins the calendar month after the lot is purchased; if purchased under contract, then it is the calendar month after the down payment is made. The improvements assessment begins the calendar month after construction of an improvement is begun. (An "improvement" is herein defined to mean a home, or cabin. Also, any facility requiring hooking up to the culinary water main and/or the electrical power cable is defined as an improvement.) The assessments are paid to the Association and are used for the responsibilities and functions of the Association (See paragraphs w and z). The Association address is: 506 So. State, Mt. Pleasant, Utah. The lot assessment is subject to slight change from year to year as the Association directs. The improvements assessment is subject to change only by vote of a majority of the lot owners. The lot assessment is due annually on the 1st. day of January, and begins the first calendar month following the purchase of, or the downpayment on, a lot. The improvements assessment begins the calendar month after construction of the improvement is begun and is due on the 10th day of each month. If the improvements assessment are paid on an annual basis, there is a six (6.0) percent discount allowed. Notice of assessment changes will be given in writing to each lot owner by the Association.

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

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

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

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

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

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

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

(j) Lot Maintenance and Appearance. Each owner shall be required to reasonably, necessarily, and adequately maintain his property to keep it in a reasonable state of appearance and preservation.

No open storage of building materials, except during the course of actual construction, shall be permitted on any lot, nor shall

unusable, junk or unlicensed cars or other unsightly items ever be maintained or stored on any lots.

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

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

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

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

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

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

Telephone service is not available in the subdivisions.

(o) Sewage Facilities. Each lot owner must receive approval from Central Utah District Health Department for any waste water system and will construct according to their specifications. Holding tanks must be pumped yearly by Nov. 1st if one third full.

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

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

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

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

<u>Species Name</u>	<u>Popular or Common Name</u>
Ailanthus altissima	Tree of Heaven
Populus alba	Silver Poplar
Populus alba bolleana	Bolleana Poplar
Populus angustifolia	Narrow-leaf Poplar
Populus deltioideas	Carolina Poplar
Populus Fremontil	Fremont's Poplar
Populus Migra Italica	Lombardy Poplar
Ulmus	Siberian Elm
	Silver Maple.

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

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

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

The maximum speed limit on roads in Pine Creek is twenty (20) miles per hour.

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

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

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

1. The Association shall own, maintain and have jurisdiction over the following:

- a. The common areas and any additions thereto.
- b. All main roads and culverts.
- c. The culinary water system, including all the appurtenances for collecting, pumping, conducting, and storing the water, but excluding the water itself, which is owned by Pine Creek Ranch Inc.

2. The Association shall maintain and have jurisdiction over the following:

- a. All common hiking and horseback riding trails on the real property (described in Exhibit "A").

3. The Association shall provide the following main services.

- a. The monitoring and recording of culinary water meters if used.
- b. Spraying and/or cutting and removal of brush and weeds in selected areas to reduce fire hazards.
- c. Billing lot owners for assessments.
- d. Supplying one share of culinary water to each lot owner as soon as he hooks up his culinary water line to the water main.

4. The Association shall have right of ingress and egress on any lot for the following reasons:

- a. Evacuating sewage vaults, "and inspecting holding tanks.
- b. Monitoring water meters and operating special shut-off valves.
- c. Spraying herbicides.
- d. Removing fire hazards which lot owner will not remove (cost to be borne by lot owner).
- e. Erosion control.
- f. Common utility systems maintenance.

5. The Association's Board of Trustees shall have jurisdiction over collection and disbursement of all lot and improvements assessments as well as any other assessments. The Board of Trustees shall also be responsible for initiating on behalf of the Association any suits against lot owners who violate or attempt to violate any of the Protective Covenants.

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

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

(y) Responsibilities and Services of Pine Creek Ranch Inc. development corporation.

1. Pine Creek Ranch Inc. shall:
 - a. Provide a survey in which at least 2 corners of each lot are staked. Other corners by metes and bounds.
 - b. Build all main roads and dedicate them to the Association.

c. Build the culinary water system to equal Sanpete County specifications and dedicate the system to the Association.

d. Install the main underground electrical power cables. Ownership is retained by Utah Power and Light.

2. Pine Creek Ranch Inc. development corporation shall own, and have jurisdiction over:

a. All well water on the real property (Exhibit "A").

(No water rights are transferred to the Association or to the individual owners upon the purchase of their lot, but a certificate guaranteeing one share of water is issued by Pine Creek Ranch Inc., to the Association each time a culinary water line is installed on a lot.

3. Pine Creek Ranch shall have right-of-way and ingress-egress rights for its stock holders and for its business and enterprises over all Association roads.

4. Pine Creek Ranch Inc. development corporation shall have use of and access to hook up to the Association's culinary water system for any of its business or enterprises provided that it pays its fair share of the cost of using and maintaining these systems.

(z) Items for Which Assessments are Disbursed.

1. Culinary water (lot owners receive no extra billing for their one share of water.

2. Maintenance or improvement of culinary water system.

3. Maintenance of all main roads.

4. Sewage emergencies threatening health standards.

5. Tree and shrub plantings and maintenance along all main roads and in common areas.

6. Costs of any legal work, and accounting services necessary to the proper functioning of the Association.

7. Electrical power costs of operating electrical equipment associated with the culinary water system.

8. Taxes on all common areas and other common facilities.

(aa) Failure of Architectural and Landscape Committee to Insist on Strict Performance--No Waiver. The failure of the Architectural and Landscape Committee or Trustees to insist in any one or more instances, upon strict performance of any of the terms, conditions, or restrictions of these Protective Covenants, or to exercise any right or option herein contained, or to serve any notice of or to institute any action, shall not be construed as a waiver or a

relinquishment for the future, of such term, covenant, condition, or restriction but such term, covenant, condition, or restriction shall remain in full force and effect. The receipt by the Architectural and Landscape Committee or Trustees of any assessment from a lot owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Architectural and Landscape Committee or Trustees of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Architectural and Landscape Committee or Trustees.

PINE CREEK PROPERTY OWNERS ASSOCIATION
PINE CREEK RANCH, INC.

By *J. Oneil Miner*
J. Oneil Miner, Trustee
Pres. PCR Inc.

By *J. Paul Jewkes*
J. Paul Jewkes, Trustee
V. Pres. PCR Inc.

On the 30th day of January, 1974, personally appeared before me J. PAUL JEWKES + J. ONEIL MINER and duly acknowledged that they are the signers of the foregoing Protective Covenants, as Owners and Trustees, and that they executed the same.



My commission expires: _____
My Commission Expires
August 16, 1976

Frank V. Lifson
Notary Public
Residing at:
Mt Pleasant

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. 5 E., SALT LAKE BASE & 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. 223.01', THENCE S. 60°34'06" W. 188.40', THENCE N. 89°57'30" W. 159.91', THENCE S. 64°01'30" W. 67.08', THENCE S. 46°44'48" W. 383.67', THENCE S. 61°55' W. 333.13', THENCE N. 79°35'30" W. 85.81', THENCE N. 72°45'42" W. 290.49, THENCE NORTH 637.03', THENCE N. 51°00' W. 341.38', THENCE N. 40°56'40" E. 100.00', THENCE N. 13°31' W. 265.89', THENCE N. 49°37'10" E. 55.34', THENCE N. 44°36'50" W. 143.12', THENCE S. 79°17'40" W. 70.81', THENCE N. 15°00' W. 105.17', THENCE N. 56°00' E. 428.46', THENCE N. 81°00' E. 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.