

## DECLARATION OF ESTABLISHMENT

OF

PROTECTIVE CONDITIONS, COVENANTS, RESERVATIONS AND  
RESTRICTIONS AFFECTING THE REAL PROPERTY KNOWN AS  
"SWAINS CREEK PINES UNIT NO. 1"  
SITUATED IN THE COUNTY OF KANE, STATE OF UTAH

This Declaration is made this 16th day of June, 1969, by J. B. INVESTMENT CO., a Utah corporation.

WHEREAS, J. B. Investment Co. is the owner of a certain tract of property located in Sections 33 and 34, Township 38 South, Range 7 West, Salt Lake Meridian, in the County of Kane, State of Utah, and described as follows, to-wit:

Those subdivided Blocks and Lots as shown and described on that certain map entitled, "Swain's Creek Pines Unit No. 1" filed in the office of the County Recorder of Kane County, Utah, to which map and the record thereof reference is hereby made; and which tract of land is hereinafter referred to as "Unit No. 1"; and

WHEREAS, J. B. Investment Co. desires to sell the lots above described subject to certain protective conditions, covenants, reservations and restrictions between it and the purchasers of said property, or any of the lots thereof, pursuant to a general plan of improvements relating to all of the land or lots shown on said map of "Unit No. 1";

NOW THEREFORE, J. B. Investment Co. hereby declares that all of the property hereinabove described as shown on said map of the "Swain's Creek Pines Unit No. 1" is held and shall be sold, conveyed, leased, occupied, hypothecated, and held subject to the following protective conditions, covenants, reservations and restrictions between it and the purchasers of said property and their heirs, successors, representatives, grantees and assigns.

All Lots Shall be Subject to the Special Protective Conditions, Covenants, Reservations and Restrictions set forth below:

Conditions:

A. The Conditions under which all lots are to be sold and held are in general, that they will be used, built upon, improved and held in such a way as to preserve and enhance their pastoral, scenic beauty as mountain cabin residential recreational sites free from unsightly neglect or abuse and from undesirable commercialism, and specifically but not in limitation:

- (1) As single family residence lots not subject to further subdivision or partitions by sale, but each lot shall be re-sold intact when sold;
- (2) Subject to strict observance of all State, County and Tract laws, statutes, ordinances, rules and regulations, and securing proper written permits before:

ENTRY NO. 62377 RECORDED AT REQUEST OF  
DATE 8-1-69 AT 12 M. BY 226  
FEE \$ 9.00  
KANE COUNTY RECORDER  
DEPUTY BOOK 025 PAGE 157

- (a) Putting any tent, camper, shelter, cabin or house on the lot;
- (b) Erecting or installing any toilet, bathroom, laundry, or other outbuilding;
- (3) Without littering, dumping or otherwise defacing the property and/or landscape;
- (4) With strict observance of all fire preventions or other safety regulations;
- (5) With good manners and quiet neighborly conduct, avoiding all loud, offensive or objectionable conduct including illegal and immoral practices on the part of the owners and their guests, but and joyous, boistrous laughter of children at play shall not be construed as objectionable.

Covenants:

B. Covenants are hereby declared and agreed by and between the J. B. Investment Co. and each lot buyer and owner, and by and between each and all of the owners of lots for the observance of all these conditions, covenants, reservations and restrictions as follows:

- (1) And it is understood and agreed, and it is hereby expressly declared, that the Conditions, covenants, reservations and restrictions shall inure to the benefit of and bind each and all of the parties hereto; and that said conditions, covenants, reservations and restrictions shall extend to and shall bind the heirs, devisees, executors, administrators, successors and assigns of any grantees of the parties hereto and each of them, and that any breach of said conditions, covenants, reservations and restrictions may be enjoined, abated, or remedied by appropriate proceedings by the parties hereto, or any of them, or their heirs, devisees, executors, administrators, successors, assigns or grantees;
- (2) Any violation shall not invalidate the lien of any mortgage or deed of trust made in good faith and for value.
- (3) It is understood and agreed that if any section, part, clause or word of this Declaration be declared by Judicial decree of a court of competent jurisdiction to be void, or any section, part, clause or word of this Declaration be made inoperative by any legislative enactment, such decree or enactment shall not affect the other sections, parts, clauses or words contained herein, which shall continue to bind the parties hereto, or any of them, their and each of their heirs, devisees, executors, administrators, successors, assigns, and grantees;
- (4) These conditions, covenants, reservations and restrictions shall be and remain in full force from the date of filing hereto for a period of twenty-five (25) years, or until November 1, 1994, at which time said conditions, covenants, reservations and restrictions shall be automatically extended for succeeding periods of twenty-five (25) years, unless changed in whole or in part by vote of a majority of property owners;

Reservations.

C. Reservations hereby declared and agreed to by and between the parties are:

- (1) The use of all of this land for single family, residential, mountain cabin, recreational occupancy;
- (2) Street and public utility rights-of-way of record on the recorded plat must not be violated or obstructed;
- (3) No commercial use, other than on Swains Creek Road shall be made of any lot, but this shall not forbid any lot owner from renting his facility to a friend or acquaintance for use in conformity with the provisions hereof.

Restrictions.

D. Restrictions hereby declared and agreed to by and between the parties hereto are:

- (1) No cabin or home may be built of less than 400 square feet of new structure under roof.
- (2) No trailer of less than 30 feet may be placed permanently on any lot and trailer must be metal finished and of good exterior quality.
- (3) No tents, shelters or campers may be brought onto any lot and left longer than thirty (30) days.

Enforcement.

E. A Board of Supervisors, consisting of three (3) members, shall administer the enforcement of the above written protecting conditions, covenants, reservations and restrictions, and to this end shall have the power to prescribe rules and regulations from time to time.

- (1) The first Board of Supervisors shall be appointed by J. B. Investment Co. to serve until thirty-five (35) lots have been sold to individual owners. This Board shall provide for the election by secret ballot of three (3) Supervisors to succeed them, on the first Tuesday in November after the Company has sold the thirty-fifth (35th) lot -- one to serve for two years; one for four years; and one for six years. Thereafter, biennial elections shall be held on the first Tuesday in November for the election of one Supervisor for a six year term. The owners of lots shall elect said Supervisors, each lot representing one vote. Voting may be written ballot cast by mail.
- (2) Rules and Regulations shall be published by the first Board of Supervisors, and made available to lot owners, for their instruction and guidance in using and improving their lot.
- (3) Written applications and permits shall be used to administer said rules and regulations.

- (4) An executive manager may be designated by the Board to administer the rules and regulations, issue permits, etc., during the pleasure of the Board and under their directives.
- (5) Appeal may be made to the Board from any order of said Executive Manager in the event of disagreement.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Declaration first above written.

J. B. INVESTMENT CO.

By L. Derral Christensen  
L. Derral Christensen, President

STATE OF UTAH )  
 : ss.  
COUNTY OF MILLARD, )

On this 31st day of July, 1969, personally appeared before me L. DERRAL CHRISTENSEN, who, being by me duly sworn did say, that he is the President of J. B. INVESTMENT COMPANY, a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said L. Derral Christensen acknowledged to me that said corporation executed the same.

L. Derral Christensen  
Notary Public  
Residing at W. 1st, 1150

My Commission Expires:

Jan. 24, 1970