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REED D HATCH, Recorder
SANPETE COUNTY CORPORATION
For: ASPEN GROVE ASSETS INC
13-15-16 TWIN OAKS Subd

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

PREAMBLE

Conditions, Covenants, Restrictions, and Easements affecting the property of Pine Creek Ranch, a Utah Corp. and J. Paul Jewkes hereinafter called the Declarants.

WITNESSETH:

This declaration made this 30th April day of 1980, (and as subsequently amended by Association, and) by Declarants as follows:

Whereas the Declarants are the owners of the real property described in Exhibit "A" to this Declaration and are desirous of subjecting and all platted lots within the real property described in Ex. "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 of 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 lots within the real property described in and referred to in Ex "A" hereof is and shall be held, transferred, sold and conveyed subject to conditions, restrictions, covenants, reservations, easements, liens and/or charges hereinafter set forth.

(The word Assoc. shall hereinafter refer to the Twin Oaks Homeowners Association, covered by these protective covenants, or any extension thereof as herein provided for.)

CLAUSE I

The PINE CREEK RANCHOS plat (ex. "A") filed concurrently herewith and subsequently filed as TWIN OAKS SUBDIVISION, is covered by these protective covenants

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 Ex. "A", attached hereto and by 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 state, county, federal, or other governmental

restrictions or requirements which apply thereto. Sanitation septic systems must be in compliance with Sanpete County.

CLAUSE II:

The platted portions of the real property described in Ex. "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 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 Co.; 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 made by purchasers or lots therein.

- (a) **DURATION OF COVENANTS: VIOLATIONS.** 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. The process to amend these Covenants shall be: Amendments may be considered at Homeowner Semi-Annual Meetings of the Homeowner's Association. Said voting shall be based on the eligible votes established, forming a simple majority, (only one vote allowed for each lot).

To resolve potential violations, the lot owner is requested to first discuss the issue with their neighbor about finding a remedy. If lot owners are not able to resolve the matter between them, the lot owner may contact the Board of Directors by mail to start the arbitration process and will allow five (5) business days for response. The Board of Directors will have the authority to finalize all matters within the boundaries of the HOA.

If the parties hereto, or any of them, or their heirs or assigns, shall not find remedy after attempting the steps outlined above, it shall be lawful for any other person or persons owning any lot situated in said Pine Creek Ranchos, 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, that is accompanied by the ownership of at least one full water share (.825 ac. Ft. annually), 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 Co. Recorder, Manti, UT, and with the Secretary of State of the State of Utah, and in accordance with any by-laws of said Assoc. which may be adopted subsequent hereto. The developer will incorporate a non-profit corp. known as "Pine Creek Ranch Water Owners Assoc," which will have the powers to maintain, administer, and enforce the covenants and restrictions herein created.
- (d) **INADMISSABLE 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 the purposes of trades, offices, or commercial uses. No lot or building thereon may be used as a club, either profit or non-profit. Hunting and target practice with bow or firearms is prohibited.
- (e) **ZONING AND LAND USE.** All lots are zoned for single res., except lots #44, 45, 48, 74-79, 98-102, and 104 which are designated for commercial use. No home shall be constructed which has less than 1040 sq. ft. of ground floor living area. A minimum bldg. setback of 35 ft. in front and 10 ft. on the sides and rear shall be observed with all residences. A closed garage must accompany each residence when built. Trailers or mobile homes or any temporary housing is not permitted on any residential lot. It is understood that a lot owner is not required to build any structure. The building time for the exterior portion of any structure shall not exceed 12 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 time specified so as to return the lot to a pleasing appearance and not significantly change the prevailing grade. Each owner shall be required to reasonably, necessarily and adequately maintain his property to keep it in a reasonable state of appearance, preservation, and landscape. No open storage of building materials, except during the course of actual construction, shall be permitted on any lot, nor shall unuseable junk or unlicensed cars or other unsightly items be maintained or stored on any lots. Trailers, trucks, or other construction equipment must be parked behind a residence. No further subdivision of lots allowed. The Association is responsible for all private street maintenance.
- (f) **ELECTRICAL POWER AND TELEPHONE SERVICE.** Electrical power (in underground cables) will be available to each lot. Hook-up arrangements must be made with UP&L Co. The cable will carry 110-220 volt single phase power. Phone service will be arranged with Mountain Bell. No natural gas is currently piped to subdivision.
- (g) **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 Ranchos and are not maintained in commercial quantities.

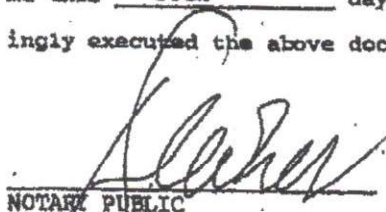
(h) MONTHLY ASSESSMENTS. In order to address the requirement to maintain private streets and any common area within the subdivision, there shall be monthly assessments made for the maintenance of these areas. The rate of monthly assessments shall be determined by the majority vote of lot owners in the Association. Assessments shall be billed quarterly in advance.

IT WITNESS WHEREOF, the undersigned has executed this Declaration on the date first hereinabove written.


J. PAUL JEWKES

Lorna Jewkes, her attorney in fact.

J. Paul & Lorna Jewkes, _____ personally appeared before me this 30th day of April 1980 A.D. They willingly executed the above document before me.


NOTARY PUBLIC

Commission expires 5-22-81

My residence Orem, Utah



STATE OF UTAH
COUNTY OF UTAH


PINE CREEK RANCH

On the 30th day of April 1980 personally appeared before me J. Paul Jewkes who being duly sworn or affirmed, did say that he is the President of Pine Creek Ranch, a Utah Corporation, and that the within owners dedication was signed in behalf of said corporation by authority of its Board of Directors and the said J. Paul Jewkes acknowledged to me that said corporation executed the same.


NOTARY PUBLIC

Commission expires 6-22-80

My residence Orem, Utah

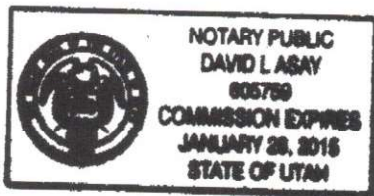


AS AMENDED BY VOTE OF HOMEOWNERS ASSOCIATION ON
May 21, 2011 certified by


Billy M. Bowles, President

COUNTY OF SANPETE)
)ss
STATE OF UTAH)

On this 21 day of may 2011, the above individual, Billy M. Bowles, personally appeared before me, proved his/her identity to me in the form of picture identification, affirmed that he was authorized to sign on behalf of Twin Oaks Homeowners Association, aka Pine Creek Water Owners Association and that this document was signed by him on behalf of Twin Oaks Homeowners Association with due authority granted thereby, and signed this document in my presence and acknowledged it to be of his free and voluntary act for the uses and purposes mentioned in the instrument.



David L. Asay

NOTARY PUBLIC

Exhibit A to CC& R's
Twin Oaks Subdivision

Boundary Description:

Beginning at the Southwest corner of Section 13, Township 15 South, Range 4 East, Salt Lake Base and Meridian; thence N 00°49'37" W along the section line 1267.86 feet; thence N 89°31'14" E 1625.19 feet; thence S 00°09'34" E 764.06 feet; thence N 89°50'26" E. 512.35 feet to a 125 foot radius curve to the right; thence along said curve 196.35 feet with a chord of S 45°09'34" E 176.78 feet; thence S 00°22'54" E 199.07 feet; thence N 89°50'26" E 400.00 feet; thence S 00°22'54" E 240.00 feet; thence S 89°09'34" E 660.00 feet; thence S 11°41'34" E 1450.00 feet; thence N 76°21'04" W 951.47 feet; thence N 00°12'42" W 146.66 feet; thence N 89°09'34" W 25.00 feet; thence N 84°05'38" W 1347.30 feet; thence 89°54'36" W 1287.41 feet to the West line of Section 24; thence N 01°29'00" W along said line 961.62 feet to the point of beginning. Containing 140.77 acres.

Lots #43 & 53 are Public Facilities Lots

Lots #44, 45, 48, 74-79, 98-102, and 104 which are designated for commercial use.

Subdivision lots 1 thru 104 Twin Oaks Subdivision per cert # 32565 thru 32668

* means degrees