

ENTRY NO. 251554  
RECORDED 4-30-80 AT 3 P. M. BOOK 215 PAGE 736-741  
REQUEST OF J. Paul Jewkes (Pine Creek Ranch)  
FEE PAID - JANE F. LUND, SANPETE COUNTY RECORDER  
\$ 9.00 BY J. Paul Jewkes

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS  
GRANTOR'S J. Paul Jewkes  
GRANTEES J. Paul Jewkes

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 30<sup>th</sup> April day of 1980, 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 any 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 the conditions, restrictions, covenants, reservations, easements, liens and/or charges hereinafter set forth.

(The word Assoc. shall hereinafter refer to the Pine Creek Ranch Water Owners Assoc., 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 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 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 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 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 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 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, 2000 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 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 Ranches, 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 after 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 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, & 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. set-back 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 re-seeded 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) WATER. Undivided water rights, not subject to any change of location or use, may be purchased from Pine Creek Ranch from certificated rights, #9787, 19806 (65-103), (184.5ac. ft. total certificated rights), in the amount of 0.825 acre feet per year (hereinafter referred to as one share) with each lot purchased. This amount of water under current State Dept. of Health standards provides for 0.45 ac. ft for inside culinary use and 0.375 ac. ft. for limited outside watering (approx. 10,000sq. ft.) All water must be metered, at owners installation expense and water consumption kept within the above limits, and charges paid as billed. No guarantee is made against an act of God, and the adequacy of the two deep wells to always provide the above quoted amounts of water. The water rights as sold will come under the control of Pine Creek Water Owners Association, which will be controlled by the majority vote of all current share owners of the total certificated rights, one vote for each share (.825 ac. ft.). Owners may vote as long as all financial obligations to the Assoc. and declarants are current. It is recognized that Pine Creek Ranch, a Utah Corp. will continue to administrate the water system until sale of a sufficiently large number of shares is accomplished to provide for the majority control by the new owners. Pine Creek Ranch will continue to vote their outstanding shares at all times. A regular assessment will be made for water consumption at the time a meter is connected to the distribution lines. No water shall be delivered to a lot purchaser without the installation of a meter and maintenance responsibility by each lot owner. Assessments for water costs, maintenance and any capital improvements not paid on time as assessed will warrant water disconnection and a reconnection charge levied by the Association, which shall have the right to enter upon all premises for these purposes.

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

*J. Paul Jewkes*  
J. PAUL JEWKES *Lorna Jewkes*  
*his wife, her atty. 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.

*[Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC  
Commission expires 6-22-81.  
My residence Orem, Utah.



STATE OF UTAH  
COUNTY OF UTAH  
*[Signature]* Pres.  
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.

*[Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC  
Commission expires 6-22-80.  
My residence Orem, Utah.

