

Pine Plateau Estates Property Owners Association, Inc.
10282 Ashley Hills Circle - Sandy, UT 84092 - 801 943-9007

January 22, 2004

Summit County Recorder

00687013 Ex01595 Pg01324-01337
ALAN SPRIGGS, SUMMIT CO RECORDER
2004 JAN 26 12:01 PM FEE \$176.00 BY GGB
REQUEST: FINE PLATEAU ESTATES PROPERTY O

The attached Revised Restrictive Covenants pertaining to Pine Plateau Estates Subdivisions No. 1, No. 2, No 3 and No. 4 have been approved by a majority vote of the members of all four subdivisions and are to replace the existing restrictive covenants of the above listed sub-divisions.

Please record the attached Restrictive Covenants in place of the covenants presently recorded.

PE-1 THRU 5, PE-2 - 201 THRU 238, PE-2-206, PE-2-229-A-I
PE-3 - 301-336, PE-3 - 302-A, PE-4 - 401 THRU 448

Gary R. Norman
Gary R. Norman, President

David Eyre
David Eyre, Secretary

State of Utah
County of Salt Lake

State of Utah
County of Salt Lake

Subscribed and sworn/affirmed to before me this 22 day of Jan

Subscribed and sworn/affirmed to before me this 22 day of Jan

20 04 by Gary R Norman

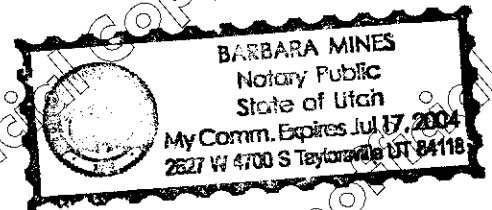
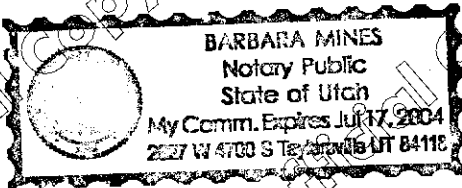
20 04 by David Eyre

Barbara Mines
Notary Public

Barbara Mines
Notary Public

My Commission Expires: 7/17/2004

My Commission Expires: 7/17/2004



RECORDERS NOTE
DUE TO THE COLOR OF THE INK
OF THE NOTARY SEAL AFFIXED
TO THIS DOCUMENT, THE
SEAL MAY BE UNSATISFACTORY
FOR COPYING.

BK1595 PG1324

(14)
\$ 176.00

August 23, 2003

DECLARATION

OF AMENDED RESTRICTIVE COVENANTS

THIS DECLARATION is made by the lot owners (the "Declarant") of the following described property located in Summit County, State of Utah, to-wit:

Lots 1 to 6, inclusive, known as Pine Plateau Estates No. 1; Lots 201 to 238, inclusive, known as Pine Plateau Estates No. 2; Lots 301 to 336, inclusive, known as Pine Plateau Estates No. III; Lots 401 to 448, inclusive, known as Pine Plateau Estates No. 4, according to the official plats thereof, recorded in the office of the County Recorder of Summit County;

WHEREAS Declarant, collectively, owns all the real property described above;

WHEREAS Declarant has obtained the acknowledgment and consent to this Declaration of a majority of the lot owners for each Pine Plateau Estates No. 1, 2, III, and 4, as witnessed by their signatures attached hereto and by this reference made a part thereof;

WHEREAS Declarant desires, by filing this Declaration, to submit the Estates to those certain covenants, conditions, restrictions, reservations, assessments, charges and liens as hereinafter set forth and agrees to comply with these covenants and restrictions;

NOW THEREFORE, Declarant hereby declares that all of the properties as defined above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are established to best develop, maintain and preserve the natural beauty, aesthetic and economic value of the area and provide the greatest safety for persons, property and the home development sites. The covenants and

restrictions of this Declaration shall run with the land and be binding on all parties currently having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.1 "Association" shall mean and refer to the Pine Plateau Estates Owners Association.

Section 1.2 "Estates" shall mean and refer to all of the Pine Plateau Estates described above, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.3 "Lot" shall mean and refer to any numbered plat of land shown upon any recorded subdivision map of the Estates.

Section 1.4 "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Estates, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II

PROPERTY RIGHTS

The only common areas and facilities are the subdivision roads and perimeter fences. All other areas, driveways and other facilities are private property. Any access to the private properties without the owner's permission is trespassing.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Each person or entity which is an owner of record of a fee interest in the Estates is automatically a member of the Pine Plateau Estates Property Owners Association. Each of the individual members of the Association individually and severally bind themselves pursuant to these protective covenants and restrictions, and any by-laws or amendments to said by-laws adopted and passed by the Association from time to time.

Section 3.2 Membership entitles each lot owner to one vote for each lot owned by the member. In no event shall more than one vote be cast with respect to any lot. See Bylaws Article III, Section 3.6.

Section 3.3 Each lot owner must sign a Security Agreement that will be maintained by the Board of Trustees. This form will indicate that the lot owner has read and understood the covenants and that it is the owner's responsibility to educate his/her family members and guests that will be spending time at the Estates on all relevant terms and restrictions. Owners will be provided with a current copy of the Restrictive Covenants and the Association By-Laws.

Section 3.4 Membership entitles each lot owner to one gate key that will fit all four of the gates on the Estates. Other keys may be purchased from the Association Board. These keys will be numbered and assigned to the lot owners. The keys are not to be duplicated by anyone. The locks are the key retaining type locks which means the key cannot be released from the lock until it is locked. Anyone found to have keys other than those assigned will be in violation of these covenants and subject to fines. Any keys found left in the locks shall be turned into the

Board of Trustees. All four of the Estates gates are to be closed and locked at all times except when entering or exiting. Violations to the security of the Estates will not be tolerated and will be subject to fines.

Section 3.5 Members must notify the President of the Board when they sell any lot in the Estates, return all gate keys and provide the name and address of the new owner.

ARTICLE IV

ASSESSMENTS

Section 4.1 The owner of any lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges and (2) special assessments for improvements. The assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each assessment is made. Each assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the lot at the time when the assessment was due. The personal obligation for delinquent assessments shall not pass to the person's successors in title unless expressly assumed by them.

Section 4.2 The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Estates and for the improvement and maintenance of the common areas.

Section 4.3 The Board will send out invoices for the annual assessment each year during the month of January. The assessment must be paid by the end of February of the same year.

Assessments not paid before the 1st day of March are delinquent. The Association may bring an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the property, or both. Fines may also be imposed pursuant to a fine schedule established by the Board of Trustees. The delinquent member shall be responsible for all costs pertaining to the collection, including interest and reasonable attorney's fees.

Section 4.4 The amount of the assessment against each lot is a debt of the owner at the time the assessment is made and is collectible as such. Suit to recover a money judgment is maintainable without foreclosing or waiving the lien securing it. The prevailing party in the action is entitled to recover its costs of suit and reasonable attorneys' fees. If any lot owner fails or refuses to pay the assessment when due, that amount constitutes a lien and upon the recording of notice of lien by the Association it is a lien upon the lot owner's interest in the property.

Section 4.5 The Association may enforce a lien for nonpayment of assessment by sale or foreclosure of the lot owner's interest. The sale or foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, the lot owner shall pay the costs and expenses of such proceedings and reasonable attorneys' fees. During the foreclosure, the owner shall pay a reasonable rental rate for the lot, and the plaintiff in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Association may bid on the lot at the foreclosure or other sale.

ARTICLE V

USE RESTRICTIONS

Section 5.1 Land Use.

1. The Estates shall only be used for single family residents and recreational purposes. No agricultural, commercial, industrial, business or enterprise of any kind or nature is permitted within the confines and boundaries of the Estates. No corporate lodge shall be allowed.
2. The Estates may not be leased or rented.
3. The Estates may not be used for time share activities.

Section 5.2 Camping.

The Estates is for structured residences not camping. The Board of Trustees may allow temporary structures for camping in limited circumstances.

Section 5.3 Preservation of Land and Environmental Regulations.

The Estates shall be maintained and preserved in its original and natural condition, so far as possible. All trees, timber, natural vegetation and soil shall be left in place except when removal is necessary for the construction of a dwelling or other improvements or the removal of fire hazards. No trees, vegetation or soil may be sold.

Section 5.4 Architectural Control.

- A. The Architectural Control committee will consist of the Board of Trustees or their designees. All plans and specifications for improvement upon the Estates shall be submitted to the Board of Trustees for approval prior to submission to Summit County for a building permit. No structure including fences shall be constructed, placed, altered or permitted on the premises until the construction plans, specifications, and a plan showing the locations of the structure have been approved by the County. Approval shall also be obtained for the quality of workmanship and materials, harmony of external

design with existing surroundings and structures and the location on the lot with respect to topography and drainage ways. Such approval must be obtained from the Board before any construction begins; this includes the setting of a septic tank and the drilling of a well.

B. Each half acre lot may have one residence and two out buildings. Out buildings must be set in at least ten feet from the property boundaries and at least twenty feet from any existing road.

C. Fences must be approved by the Board. No permanent metal fences of any kind are allowed. Small metal temporary corrals within the Estates are allowed but they cannot be chain link or barbed wire. The fence must fit with the aesthetic value of the Estates such as a lodge pole A frame or split rail. The fence is not to be over forty-eight inches tall; although the Board encourages the use of shorter fences so as not to restrict the movement of wildlife.

Section 5.5 Easements.

These restrictive covenants shall in no way alter any easements recorded with the

Summit County Recorder's Office.

Section 5.6 Sanitation.

1. Each lot owner is required to maintain his/her lot and improvements in a manner so as to create a clean, beautiful, healthful and natural environment. No trash, ashes, sewage, or other garbage or refuse may be dumped anywhere within the boundaries of the Estates. These requirements also apply to individuals camping in tents, trailers, and motor homes.

2. All garbage cans are to be kept in a clean and sanitary condition, tightly covered and

hidden from the general view of the adjoining properties and the frontage roads. Garbage cans are to be regularly sprayed to control flies and other insects or pests. All garbage is to be removed from the area by the owners or their guests at the time of their departure.

3. Corrective sanitary measures are to be taken upon the request of the Board of Directors.

In the event the owner or owners of a lot fails to comply with the request, the Association shall have the authority to take the corrective action they deem necessary to bring the lot into compliance. The lot owner shall be required to reimburse the Association for any and all expenses incurred by them in bringing the lot into compliance.

Section 5.7 Sewage Disposal.

No individual sewage disposal system shall be permitted on any lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Summit County Health Department authorities. Approval shall be obtained from the Health Department prior to installation of such a system. A sewer disposal system must be installed when water is connected to the residence (constructed or moved onto any lot).

Section 5.8 Water Supply.

- A. As of 1995, Summit County requires a well to be drilled on the building lot in order to receive a building permit. These wells can only be drilled on lots that have water rights assigned to them. Wells must be drilled by a certified well driller and in accordance with the rules and regulations set forth by the State of Utah, Division of Natural Resources.
- B. If a lot owner is going to contract with another lot owner to share a well, he/she must first

1. Comply with the rules and regulations of the State of Utah, Division of Natural Resources; the Utah State Board of Health, Coalville Division; and the Summit County Building Inspections Division.
2. A contract must be completed between the owner of the well and the owner of the lot that will be sharing the well. This contract must indicate the lot numbers and that the water is to be used for residential use only, and it must specify the terms of the maintenance agreement between the two parties. This contract must be filed with the Summit County Records Office, the Board of Trustees for Pine Plateau Estates, and the Board of Health in Coalville, Utah.
3. A copy of the well drillers log must be filed with the Board of Health in Coalville, Utah.
4. There must be sufficient water rights assigned to the lot where the well is to be located to accommodate all of the lots and residences which will be using it.
5. The State of Utah requires a "Proof of Beneficial Use" form to be completed for the additional lot.

Section 5.9 Open Fires.

Open fires and fire works shall **not** be permitted within the boundaries of the Estates.

Gas and charcoal barbeques are acceptable if used in a safe manner. Charcoal briquettes must be doused with water when they are no longer needed. Any lot owner or guest who is found to be responsible for an unsafe fire is responsible for all damages including but not limited to actual damages to property and structures, expenses for the fire fighting and other public safety expenses. They may also be held accountable by each lot owner where damages have occurred

and by the Board of Trustees.

Section 5.10 Fire Hazards.

Any recognized fire hazards are to be promptly removed by each lot owner upon the request of an Officer of the Association. In the event the land owner fails to comply with the request by the date specified in the notice, the Association shall have the authority and the responsibility to take any corrective action they deem necessary. The land owner shall be responsible to reimburse the Association for any and all expenses necessarily incurred by them in removing the fire hazards. The Board of Trustees will attempt to have the State or County Fire Marshall or the U.S. Forest Service conduct an inspection once a year and indicate what and where fire hazards are and what action needs to be taken to remedy the problem. The lot owners will then be advised and given the appropriate amount of time to take care of the problem.

Section 5.11 Firearms/Hunting.

- A. All hunting within the boundaries of the Estates is prohibited.
- B. No firearms, bows and arrows, or crossbows shall be discharged within the boundaries of the Estates.

Section 5.12 Wildlife Protection.

All wildlife shall be protected within the boundaries of Estates for the present and continued enjoyment of all lot owners and their guests.

Section 5.13 Livestock and Pets.

- A. No livestock shall be permitted within the confines and boundaries of the Estates without the authorization of the Board of Trustees.
- B. Domestic pets and animals, including dogs and cats shall be permitted at the Estates, but

are restricted to the owner's premises or must be under the owner's immediate control.

Section 5.14 Nuisances.

No noxious nor offensive activities shall be carried on upon any lot; nor shall anything be done thereon which is or may become an annoyance or nuisance to the Association. No signs, billboards, or advertising structures of any kind shall be erected or displayed on any lot by the lot owner, except a lot owner shall be allowed to place a tasteful sign designating the owner's name and the lot number of their individual lot. In the event an owner desires to sell his/her lot the owner or the owner's agent shall be entitled to place a "for sale" sign on the lot and at the gates. No Trespassing signs may also be posted on the owner's lot, but must be of such a design and color so as not to distract from the surroundings.

Section 5.15 Road Regulations.

- A. The speed limit for all roads in the Estates is ten miles per hour. This speed limit is for all vehicles, cars, trucks, motorcycles, ATV's, snowmobiles, etc.
- B. The Association is responsible for the maintenance and repair of the roads within the boundaries of the Estates.
- C. The Association Board will contract with an independent contractor for the removal of snow in the parking lots on the outside of the gates.
- D. There will be no snow removal on the roads within the boundaries of the Estates. At the present time there is insufficient road base on the roads to handle any kind of traffic during the winter months except snowmobiles and ATVS. The dates that the roads are open to all vehicles will be determined each season and posted by the Board of Trustees.
- E. Any damage done to the roads within the Estates, such as creating ruts in the roads by

driving on them during the spring and fall when they are too wet to handle traffic, shall be the responsibility of the member creating the damage.

- F. Operation of any vehicles within the boundaries of the Estates shall be on the roads provided, at the posted speed limit, on the owner's own lot, or on another owner's lot with that owner's permission. Any damage done to property, other than their own, will be a violation of these covenants and must be reported to the Board of Directors. Minors driving or riding on ATV's or motorcycles within the confines of the Estates shall wear a helmet that meets all DOT requirements. ATV's and motorcycles owned by lot owners and their guests (that are used within the Estates) must be registered with the Board of Trustees. A plate must be attached to the rear of the ATV/off road vehicle indicating the lot number of the resident.

ARTICLE VI

GENERAL

Section 6.1 Enforcement.

1. It shall be the duty of all members of the Association to help enforce these covenants and restrictions, keep the gates closed and locked, and report any violations of the covenants to the Board of Trustees.
2. A reward will be paid for any information leading to the arrest and conviction of any person charged with vandalizing any gate, lock, vehicle, property or building within the confines of the Estates.

Section 6.2 Violations and Penalties.

1. The Board of Trustees shall determine the action to be taken against owners who violate these covenants. These actions may include warning letters, fines, and other actions they may deem appropriate under the specific circumstances.
2. The Board of Trustees will determine what violations require letters of warning and what violations require stronger action be taken; such as, bringing the property into compliance, assessing fines, filing a property lien, or other actions. The Board of Trustees will attempt to solve most violations of these covenants by personal contact or by warning letter.

Section 6.3 Amendments to Declaration and Term.

The covenants and restrictions of this Declaration shall run with the land and all persons and corporations who now own or shall hereafter acquire an interest in the land herein-before described and shall be taken and held to agree and covenant with the present and future owners of said land and with his or their successors and assigns, to conform to and observe these covenants and restrictions as to the use thereof and construction of residence thereon for a period from the date hereof to a date twenty five (25) years from the date this Declaration is recorded.

This Declaration may be amended at any time by an instrument signed by a majority of the lot owners agreeing to change said covenants in whole or in part. If no changes are made, these covenants shall be self-perpetuating, renewing every twenty-five years and shall never expire.

Section 6.4 Severability

Invalidation of any of the covenants or provisions contained herein, in whole or in part, by judgment or court order shall not affect the validity of any of the other provisions, which shall remain in full force and effect.