

Ent 136161 Bk 530 Pg 546
Date: 07-JUN-2006 9:33AM
Fee: \$366.00 Check
Filed By: NSP
REED D HATCH, Recorder
BENNE COUNTY CORPORATION
For: PINE MOUNTAIN LAND OWNERS ASSOC
IATION

**Declaration of
Protective and Restrictive Covenants**

For

Pine Mountain Land Owners Association

This Declaration of Restrictive Covenants and Conditions is made by Pine Mountain Land Owner's Association, a Utah corporation on this _____ day of _____, as follows:

1.1 It is the intention of Pine Mountain Land Owner's Association by its execution of this instrument, that the properties of Spring City Rancheros Sheet 1-6, Whispering Pines Phase II, and SkyHi be maintained as a highly desirable residential area.

This includes the following lots:

Spring City Rancheros Sheets 1-6 amended

Sheet 1

Lots 1-28270, 2-28271, 3-28272, 4-28273, 5-28274, 7-28275, 8-28276, 9-28277, 10-28278, 11-28279, 12-28280, 13-28281, 14-28282, 15-28283, 16-28284, 17-28285, 18-28286, 19-28287, 20-28288.

Sheet 2

Lots 21-28290, 22-28291, 23-28292, 24-28293, 25-28294, 26-28295, 27-28296, 28-28297, 29-28298, 30-28299, 31-28300, 32-28301, 33-28302, 34-28303, 35-28304, 36-28305, 37-28306, 38-28307, 39-28308, 40-28309, 41-28310, 42-28311, 43-28312, 44-28313, 45-28314.

Sheet 3

Lots 46-28320, 48-28321, 50-28322, 52-28323, 53-28324, 54-28325, 55-28326, 56-28327, 57-28328, 58-28329, 59-28330, 60-28331, 61-28332, 62-28333, 63-28334, 64-28335, 65-28337, 67-28338, 68-28339, 69-28340, 70-28341, 72-28342.

Sheet 4

Lots 100-28350, 101-28351, 102-28352, 103-28353, 104-28354, 105-28355, 106-28356, 107-28357, 108-28358, 109-28359, 110-28360, 111-28361, 112-28362, 113-28363, 114-28364, 115-28365, 116-28366.

Sheet 5

Lots 7B-28370, 7C-28370X, 7D-28371, 7E-28371X, 13-28372, 13A-28373, 18-28374, 18A-28375, 23-28376, 23A-28376X, 36-28377, 55-28378, 56-28379, 56A-28380, 57-28381, 57-A28382, 58-28383, 58A-28384, 59-28385, 59A-28386, 60-28387, 61-28388, 62B-28389, 62A-28390, 63A-28391, 63B-28391X, 64A-28392, 64B-28392X, 65-28393, 66-28394, 67-28395, 68-28396, 69-28397, 70-28398, 71-28399, 72-28400, 73-28401, 82-28402, 83-28403, 84-28404, 85-28405, 86-28406, 87-28407, 88-28408, 89A-28409, 89B-28409X, 90-28410, 90B-28410X, 91-28412, 92-28413, 93-28414, 94-28415, 95-28416, 96-28417, 97-28418, 98A-28419, 98B-28419X, 99A-28420, 99B-28420X, 101A-28421, 102A-28422, 103A-28423, 104A-28424, 105A-28425, 106A-28426, 108A-28427, 113A-28428, 114A-28429, 115A-28430, 116-28431, 117-28432, 118-28433, 119-28434, 120-28435, 121-28436, 122-28437, 123-28438, 124-28439, 125-28440, 126-28441, 127-28442, 128-28443, 128A-28444, 129-28445, 130-28446, 131-28447, 132-28448, 133-28449, 134-28450, 135A-28451, 136A-28452, 137-28453, 137A-28454.

Sheet 6

Lots 138-28460, 139-28461, 140-28462, 141-28463, 142-28464, 143-28465, 144A-28466, 144B-28466X, 145-28467, 145B-28467X, 146-28468, 147-28469, 148-28470, 149-28471, 150-28472, 151-28473, 152-28474, 153-28475, 154-28476, 155-28477, 156-28478, 157-28479, 158-28480, 159-28481, 160-28482, 161-28483, 162A-28484, 162B-28484X, 163-28485, 164-28486, 165-28487, 166-28488, 167-28489, 168-28490, 169-28491, 170-28492, 171-28493, 172-28494, 173-28495, 174-28496, 175-28497, 176-28498, 177B-28499, 177A-28500, 178-28501, 179-28502, 180-28503, 181-28504, 182-28505, 183-28506, 184-28507, 185-28508, 186-28509, 187-28510, 188-28511, 189-28512, 190-28513, 191-28514, 192-28515, 193-28516, 194-28517, 195-28518, 196-28519, 197-28520, 198-28521, 199-28522, 200-28523, 201-28524, 202-28525, 203-28526, 204-28527, 205-28528, 206-28529, 207-28530, 208-28531, 209-28532.

Phase II

Lots 17-51017, 18-51018, 18A-51019, 21-51020, 22-51021, 23-51022, 24-51023, 25-51024, 26-51025, 27-51026, 28-51027, 29-51028, 30-51029, 31-51030, 32-51031, 32A-51032, 33-51033, 34-51034, 35-51035, 36-51036, 37-51037, 38-51038, 39-51039, 40-51040, 40A-51041, 41-51042, 42-51043, 43-51044, 44-51045, 45-51046, 46-51047, 47-51048, 48-51049, 49-51050, 50-51051, 51-51052, 52-51053, 53-51054, 54-51055, 55-51056, 56-51057, 57-51058, 58-51059, 59-51060, 60-51061, 61-51062, 62-51063, 63-51064, 64-51065, 65-51066, 66-51067, 67-51068, 68-51069, 69-51070, 70-51071, 70A-51072, 71-51073, 71A-51074, 72-51075, 73-51076, 74-51077, 75-51078, 76-51079, 77-51080, 78-51081, 82-51086, 83-51087, 84-51088, 85-51089, 86-51090, 87-51091, 88-51092, 89-51093, 90-51094, 91-51095, 96-51096, 97-51097, 98-51098, 99-51099, 100-51100, 101-51101.

SKYHI

Lots 1-3000, 2-30001, 3-30002, 4-30003, 5-30004, 6-30005, 7-30006, 8-30007, 9-30008, 10-30009, 11-30010, 12-30011, 13-30012, 14-30013, 15-30014, 16-30015.

1.2 It is the purpose of these covenants that the present natural beauty, view and surrounding areas of the above subdivisions shall always be protected insofar as is possible in connection with the usage and the structures permitted by this instrument.

NOW, THEREFORE, Pine Mountain Land Owner's Association hereby declares that the property of every part thereof described in paragraph 1.1 and each Lot thereof shall be used, held, sold and conveyed subject to the covenants, restrictions and conditions set forth below, which shall insure to the benefit of and encumber the Subdivisions and each Lot thereof described in paragraph 1.1 and run with said lands. For the purpose of these covenants, restrictions and conditions, the following terms shall be defined in the following manner:

I. DEFINITIONS.

2.1 Association: "Association" means Pine Mountain Land Owners Association, together with its successors and assigns.

2.2 Property: "Property" means the real property located in Sanpete County, Utah described in paragraph 1.1 above.

2.3 Building: "Building" means any building constructed on any of the properties defined in paragraph 1.1 above.

2.4 Lot: "Lot" shall mean any parcel of property shown on the record Subdivision plats defined in paragraph 1.1 above.

2.5 Member: "Member" shall mean any person, persons, businesses, corporations or other entities who own, acquire the title in fee to any of the lands in the Subdivisions described in paragraph 1.1.

2.6 Member of Good Standing: "A Member of Good Standing" is defined as a Member that is current in their dues for all years.

2.7 Board: "Board" shall mean the duly elected board members of Pine Mountain Land Owners association. Board members are elected at the associations' annual meetings. Anytime a board member cannot complete their term a new member will be appointed and approved by the current board to complete that term.

Membership in Property Owners Association.

All persons, businesses, corporations, or entities who own or acquire the title in fee to any of the lands in the Subdivision, by whatever means acquired, shall automatically become members of Pine Mountain Land Owner's Association and shall be bound by all of the restrictions, covenants, and conditions of this declaration.

Members agree to maintain their membership in good standing as long as they own property and agree to abide by the By-Laws and Rules and Regulations of Pine Mountain Land Owner's Association and further agrees to pay said Association Fees as described in the By-Laws regardless of whether or not the privilege of using such areas or facilities are exercised. Membership Dues are assessed by each calendar year. Any change to the annual dues shall be voted upon at the annual meeting. This Covenant concerning real estate and the enjoyment, use and benefit thereof, shall be deemed to run with the land, and non-payment of the annual fees shall, after the respective dates, become a lien thereon in favor of Pine Mountain Land Owner's Association.

Membership goes with the land, any Member that relinquishes ownership of all properties in the Association is no long considered a member.

For the purposes of voting at Association meetings, a member of good standing receives one vote, regardless of how many properties they own in the Association. Only one of the party of record in the Sanpete County Recorder's office is entitled to vote. In the event of joint ownership, only one vote is allowed for that membership.

GENERAL RESTRICTIONS ON ALL PROPERTY.

Construction:

No Dwelling of any kind shall be commenced, erected or added without the express written approval of the board of Pine Mountain Land Owner's Association. The board will review all plans and specifications among other things to fit within this declaration's intent.

All Lot improvements and construction shall comply with all applicable ordinances of the Sanpete County and the State of Utah. The Board's approval of compliance with Pine Mountain Land Owner's Association's restrictions and covenants shall not be deemed an indication of compliance with local and state regulatory requirements.

Easements:

Pine Mountain Land Owner's Association reserves a perpetual easement of twelve (12) ft in width from the center on each side of all roads of record, recorded on the Subdivision sheets in the Sanpete County Recorder's office of all parcels, lots, and included properties described in paragraph 1.1. These easements are intended to be used to provide access to properties of Pine Mountain Land Owner's Association, and to maintain safety for travel, fire, and recreation. The Association has the right to use the afore mentioned easements for the betterment of the community at any time the board deems necessary without prior notification.

Motorized Vehicles:

Motorized travel is permitted on all Association roads for all Association members. Authorized travel includes and is limited to recreational, off road, and publicly licensed vehicles on all Association roads. Large commercial vehicles, or vehicles intended for commercial enterprise are not permitted on Association roads unless authorized by the Board of the Association.

Fire restrictions, upkeep, weeds, and property condition.

Due to the mountainous terrain of the Association properties, fire safety is a priority for the Association. The Association must have a key to all locks on all fire hookups of any lot within the Association.

All properties shall be maintained to help prevent potential fires, preserve the properties appearance, and minimize impact in the event of a fire. Any lot that the board deems unsafe, unkempt, or a fire or health hazard, must be improved and brought into compliance within 30 days from the receipt of written notification from a board member. Failure to maintain lots in a tidy manner, correct errors in compliance as deemed by the Board, will result in the Association correcting said maintenance, for which a reasonable charge may be levied against the property owner.

Paving and Plowing:

No Association roads may be paved, plowed, or altered, without the express written permission of the Board of Pine Mountain Land Owner's Association.

Firearms:

The use of fire arms is strictly prohibited. There is no hunting allowed within the boundaries of the Association.

Arbitration:

As an Association member you agree to use and be bound by arbitration to resolve any and all disputes, disagreements, or problems that you can not resolve with the Board of Pine Mountain Land Owner's Association.

The arbitrator used must be agreed upon before hand by the Board of the Association and all parties involved. All parties agree to be bound by the decision of such arbitration. The costs of said arbitrator will be paid for by the party that the arbitrator decides against in the decision. In the event that the decision is not clearly against one party or the other, the cost of the arbitration will be split equally among all parties involved in the arbitration.

Noxious or offensive activity:

No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon that which shall be or become an annoyance or nuisance to the neighborhood. The Board of Pine Mountain Land Owner's Association shall determine what constitutes noxious or offensive activity and said determination shall be complete and final.

Enforcement:

These restrictions and covenants run with the land, and shall bind the purchasers, their heirs, executors, administrators, personal representatives, and assigns, and if any of them shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for the Board of Trustees to seek arbitration, or prosecute any proceedings at law or in equity against those violating or attempting to violate any such covenants or restrictions and to prevent them from doing so, or to recover damages resulting for such violation to be paid to the Association.

All of the restrictions, covenants, conditions and agreements shall remain in effect until they may be amended, revoked in whole or in part, or substituted by the Board, or a two thirds vote of Association members in good standing.

In witness whereof, Pine Mountain Land Owners Association, Inc. has executed this declaration the day and year dated below.

Pine Mountain Land Owners Association, Inc.
a Utah Corporation

By: 
Alma Ernst, President

On the 7 day of June, 2006

JURAT

State of Utah

County of Sanpete

Subscribed and sworn/affirmed to before me this 7th day of June,
2006, by Alma Ernst.



Karen L. Hansen
Notary Public

My Commission Expires: 10-23-2009

Attribution Clause: This Certificate is prepared for, and exclusively belongs to, the accompanying document entitled

Declaration of Protective and Restrictive Covenants which consists of 4 page(s) and is dated June 7, 06.

If this Certificate is appropriated to any document other than the one described herein, it shall be deemed null and void.