Ent 175823 Bk 614 Pg 140
Date: 03-MAR-2011 2:00:28PM
Fee: \$364.00 Check
Filed By: NSP
REED D HATCH, Recorder
SAMPETE COUNTY CORPORATION
For: PINE MOUNTAIN LAND OWNERS ASS

Protective and Restrictive Covenants for Pine Mountain Land Owner's Association
Proposal date: April 16, 2010 (Amended upon approval and recording)

This amendment is attached to the following recorded document:

Ent: 136161 Bk: 530 Pg: 546 Recorded Date: 07 June 2006 Reed D. Hatch, Recorder for County of Sanpete, State of Utah,

#### **Association Board Members**

Any and all association board members serve without compensation for specific lengths of time. They are elected by the general body of the association membership. The board members must be landowners belonging to the above noted association. The association board members, acting in good faith in their appointed assignments and responsibilities, in behalf of the association, will be held harmless, in every way, from any litigation or financial responsibility to the association. Clarification of legal protection and terms of service for prescribed positions on the board are outlined in the Association's By-laws. The association, in its entirety, will bear any and all financial responsibility in protecting the board members when acting in good faith in their appointed assignments from any litigation or its financial mandates.

## **Association Roads**

To provide adequate and unencumbered access on all association roads, the following guidelines are set forth as the area to be kept clear of all overhanging branches, etc; a measurement of 6 (six) feet horizontally from the road center line toward the shoulder of the roadway and then a measurement of 14 (fourteen) feet vertically is the area that must be maintained free of tree branches, brush growth, and etc. This tree limb, brush, and debris free area applies to the entire road frontage of each association member's property. This will provide a minimum road/travel area of 12 (twelve) feet wide by 14 (fourteen) feet high. Furthermore, in accordance to recommendations from the forestry fire and state lands representative, a firebreak shall exist along all main roadways to extend from 15 feet to each side of road center for a total of 30 feet. This fire break will allow for safety and access of fire fighting equipment.

# **Road Speed Limits**

The speed limit on all the association's public roads is 15 mph. It is the responsibility of all association members and their guests to abide by this speed limit.

#### Entry Gate

The entry gate is under photo surveillance. The repair of any damage caused to the gate will be charged to those responsible for the damage. The minimum fee charged will be \$350.00. The minimum fee may increase as time goes on.

Damage by outsiders will be considered trespassing and causing malicious destruction. Those guilty, with the help of law enforcement, will be pursued and charged.

#### Trailers, Awnings and Coverings

All recreational vehicle dwelling units defined as travel trailers, 5<sup>th</sup> wheel trailers, or motor homes, may be on the owner's property within the Association for no longer than 210 days per calendar year and then must be removed from said property, unless protected as described below. Disciplinary action by the Association may be taken upon violation of this regulation which may include the removal of the travel trailer, 5<sup>th</sup> wheel trailer, or motor home dwelling unit, by the Association, at the land owner's expense.

With the submission of the proposed construction and written approval of at least two board members, a land owner(s) may have the right to construct a permanent pavilion on their property for the purpose of covering their recreational vehicle. The request and drawing must be approved by the board members prior to any construction. Non-compliance gives the association the right to demand removal of the structure.

The pavilion must be constructed in accordance with any applicable building codes, and in such a manner to withstand the snow loads as prescribed by county snow load requirements. The pavilion's purpose is to protect the recreational vehicle from snow load damage. The recreational vehicle(s) must be maintained to be mobile at all times.

#### **Electrical Utilities**

All electricity supply lines will be installed underground unless otherwise approved in writing by a majority of the Association board.

End of Document

# **JURAT**

State of: Utah	
County of: Salt Lake Kelly	Warner-President-Pine Mtwo Landowners Associa
Subscribed and sworm/affirmed)to before me this	ident of Pine Mountain Landowners Association.
NOTARY PUBLIC THERESA JAMES Commission No. 581825 Commission Expires	Theresa farmes Notary Public
MARCH 4, 2014 STATE OF UTAH	My Commission Expires: Manda 4, 2014

Attribution Clause: This Certificate is prepared for, and exclusively belongs to, the accompanying document entitled Amendment to the Declaration of Protective and Restrictive Covenants for Pine Mountain Land Owner's Association which consists of page(s) and is dated The Land State of this Certificate is appropriated to any document other than the one described herein, it shall be deemed null and void.

## 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,

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