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At 11:55 AM In Book A6 Page 136

Fee 27⁰⁰ Debra L. Ames, Rich County Recorder

Requested By Buttercup Estates Prop. Owners Assoc.

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DECLARATION OF RESERVATIONS, RESTRICTIONS AND COVENANTS

BUTTERCUP ESTATES

Pursuant to Page 2, Paragraph 3, sub-paragraph (a) of the Declaration of Reservations, Restrictions and Covenants dated May 15, 1979 and recorded in the office of the Rich County Recorder June 7, 1979 in Book H3 Pages 130-156, the Declaration is hereby changed by agreement of a majority of lot owners to read as follows:

This declaration, containing covenants, conditions, reservations, and restrictions relating to Buttercup Estates described as Lots 1 through 131 Buttercup Mobile Home Estates and Lots 1 through 28 and 30 through 60 Buttercup Estates Subdivision, including all common areas, as recorded on the official plats thereof in the office of the Rich County Recorder, is made on the date set forth at the end hereof by the Buttercup Estates Property Owners Association, a Utah corporation, hereinafter called "declarant", for itself, its successors, grantees and assigns.

DECLARATION

WITNESSETH

NOW, THEREFORE, declarant hereby makes the following declaration containing covenants, conditions, reservations and restrictions relating to Buttercup Estates, and hereby declares that all of said lots and property described above are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following restrictions, all of which are declared and agreed to be for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described. All of the restrictions shall

run with the land and shall be binding upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such restrictions:

1. Name of project: The name by which this project shall be known is Buttercup Estates.

2. Definitions.

a. The word "declarant" shall mean and refer to Buttercup Estates Property Owners Association.

b. The word "phase" shall mean and refer to lots in Buttercup Mobile Home Estates, of which there will be three. Phase 1 shall be limited to double wide mobile homes. Phase 2 shall be limited to either single or double wide mobile homes. Phase 3 being limited to single wide mobile homes. The Buttercup Estates subdivision shall be referred to as Phase 4 and shall be limited to single family constructed dwellings and not mobile homes.

3. Term. These restrictions shall effect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until such time as an instrument signed by a majority of the then owners of the lots subject thereto has been recorded agreeing to change or amend the declaration in whole or in part.

4. Mutuality of Benefit and Obligation. The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in Buttercup Estates and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all said lots; to create a privity of contract and estate between

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the grantees of said lots; their heirs, successors and assigns, and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in Buttercup Estates and their respective owners.

5. Management. In connection with the aforementioned association, the business, property and affairs of Buttercup Estates shall be managed, operated and maintained by the lot owners and in particular by a management committee as agent for the lot owners. The management committee shall have, and is hereby granted, the following authority and powers:

a. The authority to execute and record, on behalf of all lot owners, any amendment to the declaration which has been approved by the vote or consent necessary to authorize such amendment;

b. The authority to enter into contracts which in any way concerns Buttercup Estates, so long as any vote or consent of the lot owners necessitated by the subject matter of the agreement has been obtained;

c. The authority and power to convey, transfer, purchase, otherwise acquire, and accept title to any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained;

d. The authority and power to lien any lot(s) within Buttercup Estates for non-payment of fees, dues or assessments made to the lot owners;

e. The authority to promulgate such reasonable rules, regulations and procedures as may be necessary or desirable

to aid the committee in carrying out any of its functions or to insure that the project is maintained and used in a manner consistant with the interests of the owners; and

f. The power and authority to perform any other acts and enter into any other transactions which may be reasonably necessary for the management committee to perform its functions as agents for the owners.

The management committee shall be composed of at least nine (9) members. Beginning June 9, 1990, nine members shall be elected for three year terms and any additional members shall be elected for one year terms. At annual association meetings, the vacancies shall be filled by election. Only lot owners and officers and agents of owners shall be eligible for committee membership. The committee may carry out its obligations through A project manager, who if engaged, shall be an independant contractor and not an agent or employee of the committee.

6. Each lot owner shall pay the Association his allocated portion of the cash requirement deemed necessary by the committee to manage and to meet the expenses incident to the running of the Association and up keep of Buttercup Estates. If an owner shall fail to pay any installment within fifteen (15) days of the time when the same becomes due, the owner shall pay interest thereon at 18% per annum from the date when such installment becomes due to the date of the payment thereof, together with all costs and expenses, including attorney's fees, incurred in any proceedings brought to collect such unpaid expenses.

7. The cash requirements above referred to for each year, are hereby defined and shall be deemed to be such aggregate

sum as the management committee from time to time shall determine, are to be paid by all lot owners to enable the management committee to pay all estimated expenses and outlays to the close of such year, growing out of or in connection with the maintenance and operation of such land, buildings and improvements; which sum may include, among other things, the cost of management, special assessments, fire, casualty, flood, fidelity, public liability and other insurance or bond premiums, common lighting, landscaping, grounds keeping, repairs, renovations, common area taxes, and any other services which are separately billed or metered to the land as a whole. The committee may, from time to time, increase or diminish the cash requirements previously fixed or determined.

8. Each assessment or special assessment shall be distinct to each lot. Suit to recover a money judgement for unpaid expenses may be maintained against the owner of each lot without foreclosing or waiving the liens securing the same.

9. In any case in which this declaration requires the vote of a stated percentage of the owners, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing from lot owners who collectively hold at least 51%.

10. No lot owner shall be allowed to place outside sales signs on his property without the written consent of the committee.

11. The committee may allow reasonable variances and adjustments of these restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the applications of the provisions contained herein; provided however, that such is done in conformity with the intent and adjustment will not be

materially detrimental or injurious to other property or improvements in the neighborhood or in Buttercup Estates.

12. Buttercup Estates Property Owners Association.

a. Every person acquiring legal or equitable title to any lot in Buttercup Estates becomes a member of the Buttercup Estates Property Owners Association, Inc. a Utah non-profit corporation, herein referred to as "Association" and with such ownership in Buttercup Estates and membership in the association he then becomes subject to the requirements and limitations imposed in these restrictions and to the regulations and assessments of the association, with the exception, however, of such person or persons who hold an interest in any such lot merely as security. However, if such person should realize upon his security and becomes the real owner of a lot in Buttercup Estates, he will then be subject to all the requirements and limitations imposed herein upon lot owners, including those provisions with respect to alienation and the payment of assessments made by the committee.

b. The general purpose of the association is to further and promote the community welfare of property owners.

c. The association shall be responsible for the maintenance, upkeep and repair, and the establishment and enforcement of rules and regulations concerning the operation and use of all recreational facilities and other properties within Buttercup Estates as it may from time to time own.

d. The association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including (but not limited to) the power to assess and collect from every member of the

association monthly or annual charges.

1). All annual charges are payable annually by the member to the association on or before the 15th of July of each year for the ensuing year. The committee shall fix the amount of the annual charge per lot by the 9th day of June of each year and written notice of such charge shall be sent to each member.

2). The association may publish the name of a delinquent member and may file notice that it is the owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorney's fees, and which lien shall encumber the lot or lots and may be foreclosed in accordance with the laws of the State of Utah.

3). The association shall upon demand at any time furnish a list of members who are delinquent in the payment of such assessments.

4). The management committee may, at its discretion, subordinate liens provided for in these restrictions to the lien of a mortgage of deed of trust placed upon any lot for the purpose of permanent financing and/or constructing a residence or other improvements.

5). The management committee shall have the right to suspend voting rights and the right to use the recreational facilities of any member if any charge owed remains unpaid; or for any continuing violation of these restrictions, after the existence of the violation has been brought to the attention of the member in writing by the committee; or during the period that any utility bill remains unpaid.

13. Association's right to perform certain maintenance.

In the event an owner of any lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the committee, the association shall have the right to enter upon said lot and repair and restore the lot and the exterior of any improvements erected thereon. Such right shall not be exercised unless 2/3 of the committee shall have voted in favor of such action. The cost of such exterior restoration and maintenance shall be added to and become a part of the annual charge to which such lot is subject. The association shall not be liable for any damage which may result from any maintenance work performed hereunder.

14. Charges for water and sewer service. Every owner of a lot in Buttercup Estates shall pay charges for water and sewer service in accordance with rates as approved from time to time by the Public Utilities Commission of the State of Utah or by the Water and Sanitation districts.

Each lot owner shall be required to connect to water and sewer systems prior to the completion of the construction and prior to occupancy of the dwelling or improvement on the lot, and thereafter shall pay for water and sewer service as charged by the Water and Sanitation districts.

Easements in addition to those reserved through these restrictions and on the recorded plats shall be granted for the practical construction, operation and maintenance of such water and sewer facilities upon request of the declarant or the applicable service districts.

15. Planning and Environmental Control Committee. For the purpose of insuring Buttercup Estates to be an area of high

standards, the committee reserves the power to control the buildings, structures and other improvements placed on each lot as well as to make such exceptions to these reservations and restrictions as it shall deem necessary and proper.

a. A planning and control committee shall consist of three members to be appointed by the management committee of the association.

b. The owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, or other structure shall be placed upon such lot unless and until the plans, specifications, and plot plan have been approved in writing by the planning and control committee. Such improvements shall be placed on the premises only in accordance with the approval. Refusal of approval by such committee may be based on any ground, including purely esthetic grounds. No alteration in the exterior appearance of the buildings or structures shall be made without like approval.

c. For those lot owners in Buttercup Mobile Homes Estates, there shall be submitted to the committee two complete sets of schematic drawings including a plot plan showing the location on the lot of the proposed mobile home unit, a photograph of the actual mobile home, plans for any proposed improvements to be added to the property and/or attached to said mobile home, and proposed landscaped planting. Under no condition shall any lot owner be allowed to place a mobile home on any lot that has a shiny, high-gloss exposed metal roof.

d. For those lot owners in Buttercup Estates

Subdivision (said subdivision being restricted to single family constructed dwellings and not mobile homes), there shall be submitted to the committee two complete sets of plans and specifications for any and all proposed improvements or alterations. No building shall be done upon any lot unless and until the final plans, elevations, and specifications therefore have received written approval from the committee. Plans shall include plot plans showing the location on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with a plan for proposed landscaping. The committee shall set a filing fee which from time to time may be changed as needed.

e. The committee shall approve or disapprove plans, specifications and details within 30 days from the receipt thereof but may extend said period for an additional 90 days.

f. Neither the committee nor any architect or agent thereof shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

16. Land Use and Improvements. The land in Buttercup Mobile Home Estates shall be used for single family mobile home dwellings and the land in Buttercup Estates Subdivision shall be used for single family constructed dwellings. Lot owners and owners of structures may rent or lease their lots or dwellings, except that all owners, tenants, other occupants and users of such shall be subject to this declaration and all rules and regulations

established by the committee and the association.

None of the lots shall at any time be divided into as many as two building sites and no building sites shall be less in area than the area of the smallest lot platted of record.

a. Set-back Requirements. By this declaration, all lot owners agree to be subject to and comply with any and all applicable zoning and building ordinances of Garden City and/or Rich County. In that regard, and to retain desired separation of buildings on adjacent lots, the following guidelines are set:

MOBILE HOME UNITS

1). Dwellings, garages, carports, and non-habitable buildings shall be set back 15 ft. from front yards, 8 ft. from side yards, 5 ft. from rear yards along lines paralleling the yard lines.

2). No less than 500 square feet of floor living area in the dwelling portion of the mobile home shall be allowed. No mobile home shall be placed on any lot without complete sanitary facilities, including, and among others, a lavatory, toilet, wash basin tub or shower, kitchen, and sink. All mobile homes must connect to the Bear Lake Regional Sewer System and the Garden City Water System. Once placement and set-up procedures of and for a mobile home are started on any lot, the same must be substantially completed in accordance with the drawings, plot plans, and elevations, as approved, within three (3) months from commencement. No mobile home shall be occupied until the same has been set up and secured as approved.

3). Each mobile home shall be securely anchored at each corner by a chain of not less than 3/8 inch to a

buried block, concrete anchor, or equivalent weighing not less than 300 pounds; said weight shall be placed below the frost line.

4). The space between the mobile homes and ground or slab must be enclosed with matching metal, masonry, or such other material as may be approved by the planning and control committee.

SINGLE FAMILY CONSTRUCTED DWELLINGS

1). Dwelling shall be set back 30 ft. from front yard lines, 10 ft. from side yard lines, 15 ft. from rear yard lines along lines paralleling the yard lines and no nearer than 20 ft. from a bordering street.

2). Garage, carport and non-habitable buildings shall be 10 ft. from the front yard line, 3 ft. from the side yard line, 3 ft. from the rear yard line, and 10 ft. from a bordering street. No dwelling may be constructed nearer than 15 ft. from an accessory building or 25 ft. from a dwelling on an adjacent lot. (First issued building permit shall prevail). Such permits shall be good for one year only.

3). All single family constructed dwellings shall be a minimum of 800 square feet of living area in the dwelling portion of the house. All construction shall be completed within one year of its beginning. All dwellings must have complete sanitary facilities, including, and among others, a lavatory, toilet, wash basin, tub or shower, kitchen, and sink, and must be connected to the Bear Lake Regional Sewer System and the Garden City water system.

17. General Prohibitions and Requirements. The following general prohibitions and requirements shall prevail as

to the construction or activities conducted on any lot:

a. No horses, cattle, swine, goats, poultry, or fowl shall be kept on any lot. Clothes lines shall be screened from view in a manner acceptable to the committee. No signs or ads shall be displayed on any lot without written approval as to number and size by the committee. No weeds or unsightly growth shall be permitted and no refuse pile or unsightly objects shall be allowed to be placed or to remain on any lot. In the event any of the above events occur, the management committee may enter upon the lot(s) and remove the same at the expense of the owner and such entry shall not be deemed a trespass. Any expenses incurred therein shall be a lien against the property payable within 30 days after the owner is billed therefore.

b. No outside toilet, septic system or individual water well shall be constructed on any lot. Storm water shall not be allowed to flow into the sewage system.

c. No temporary house, trailer, tent, garage, or other out-building shall be placed or erected on any lot, provided, however, that the committee may grant temporary permission for any such structure during construction. No overnight camping shall be permitted on any lot.

d. No stripped down, partially wrecked, or junk vehicles, or sizeable part thereof, shall be permitted to be parked within Buttercup Estates.

e. Every tank for the storage of fuel installed outside any building shall be either buried below ground level or screened to the satisfaction of the committee. Every outdoor receptacle for rubbish shall be installed underground, screened,

or so placed and kept as not to be visible from any street or common area at any time except during refuse collections.

f. No dwelling or structure shall be used for a sales office without prior written consent from the committee.

g. No obnoxious, offensive or illegal activities shall be carried on within Buttercup Estates and no unreasonable annoyance or nuisance shall be allowed.

h. No oil or mineral extraction processes shall be permitted within Buttercup Estates.

i. No commercial type truck shall be parked for storage overnight or longer within Buttercup Estates without prior written consent from the committee.

j. Any building on any lot which may be destroyed in whole or in part by fire, windstorm or any other act of nature, must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than sixty days.

k. No outside burning of wood, leaves, or rubbish shall be permitted. The management committee reserves the exclusive license to a third party to operate a commercial scavenging service within Buttercup Estates. The charge for such service shall be at a reasonable rate commensurate with that charged by other services in the area and shall be subject to change from time to time.

l. No change in ground level may be made of any lot in excess of one foot from existing grades without the written approval of the committee prior to commencement of work.

18. Easements.

a. The declarant reserves unto itself, its successors, assigns, and licensees certain easements along, across, over and upon the real estate with Buttercup Estates. The easements so reserved are as follows:

1). Declarant reserves a ten foot wide easement along all road rights-of-way and rear property lines and a three foot easement along the side lines of each and every lot in Buttercup Estates for the purpose of installing, maintaining and operating utility mains and appuretnances thereon, together with the right to trim, cut or remove any trees and/or brush, and the right to locate braces and anchors wherever necessary for said installation, maintenance and operations, and reserving the right to ingress and egress to such areas for any of the purposes heretofore mentioned. No permanent building shall be placed on such easements, but the same may be used for garden, shrubs, landscaping and other purposes, provided that such use does not interfere with the use of such easements for their intended purposes. In instances where an owner of two or more adjoining lots places a dwelling which will cross over or through a common lot line, the same shall not be subject to the aforementioned three foot easement along or upon the contiguous or common lot line, except where utility lines or mains have been platted or installed.

2). Each lot shall further be subject to an easement for the maintenance and permanent stabilization control of slopes.

3). No owner of any lot in Buttercup Estates shall have any claim or cause of action against declarant, its successors, assigns, or licensees, either in law or in equity, and

arising out of exercise of any easement reserved hereunder.

b. Rights-of-way and easements reserved by declarant or dedicated to public utilities shall be maintained continuously by the lot owner but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, which may change the direction of flow of drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or create erosion or sliding problems, provided, however that where the existing location of a drainage channel would hinder the orderly development of a lot, the drainage channel may be relocated provided such relocation does not cause an encroachment on any other lot and upon written approval from the committee. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility is responsible.

c. Whenever two or more contiguous lots in the development shall be owned by the same person, and such person shall desire to use two or more of said lots as a site for a single family mobile home, or a constructed dwelling, he shall apply in writing to the committee for permission to use said lots. If written permission of such a use be granted, the lots constituting the site for such shall be treated as a single lot for the purposes of applying these restrictions to said lots, as long as the lots remain so improved.

d. The lots in Buttercup Estates shall be burdened

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by such additional easements as may be shown on the recorded
plats.

18. Ownership, Use and Enjoyment of Common Areas.

a. Common areas and any other amenities within Buttercup Estates are private and no act of declarant with respect to the plat shall be construed as a dedication to the public, but rather all common areas or other amenities shall be for the use and enjoyment of members, tenants, and guests of the Buttercup Estates Property Owners Association, Inc.

b. The ownership of all recreational facilities within Buttercup Estates shall be in declarant or its designee.

20. Remedies.

a. The association or any party to whose benefit these restrictions inure, including the declarant, may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these restrictions; provided, however, that it is expressly understood that the association shall not be liable for damages of any kind to any party for failing to either abide by, enforce, or carry out any of these restrictions.

b. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect to a violation of any of these restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

21. Grantee's Acceptance.

a. The grantee of any lot in Buttercup Estates, by acceptance of a deed conveying title thereto or the execution of a

contract for the purchase thereof, shall accept such deed or contract upon and subject to each and all of these restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of the association and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the association, grantees and subsequent owners of each of the lots within Buttercup Estates to keep, observe, comply with and perform said restrictions and agreements.

b. Each such grantee also agrees, by such acceptance, to assume, as against the association, all the risks and hazards of ownership or occupancy attendant to such lot.

22. Severability. Every one of the restrictions is hereby declared to be independent of, and severable from, each of, the rest of, or any combination of the restrictions. Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holdings shall be without effect upon the validity, enforceability, or "running" quality of any other one of the restrictions.

23. Captions. The underlined captions preceding the various paragraphs of these restrictions are for convenience of reference only. Whenever and wherever applicable, the singular shall mean or apply to the plural, and the masculine form shall mean or apply to the feminine or the neuter.

IN WITNESS WHEREOF, the declarant has executed this declaration on the 11 day of July, 1990.

BUTTERCUP ESTATES PROPERTY OWNERS ASSOCIATION

by Don S. Milligan
President

ATTEST: Barbara Wise
Secretary

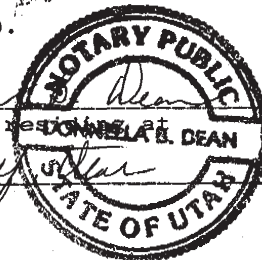
STATE OF UTAH)
) : ss.
COUNTY OF RICH)
~~SALT LAKE~~

Personally appeared before me Don S. Milligan and
Barbara Wise, the signers of the foregoing Declaration, who
duly acknowledged to me that they executed the same.

DATED THIS 11 day of July, 1990.

My commission expires:
2-9-91

Donnell
NOTARY PUBLIC
W. S. DEAN
Shadnuff
STATE OF UTAH



WE, A MAJORITY, of the lot owners hereby agree to change the Declaration of Reservations, Restrictions and Covenants dated May 15, 1979 and recorded in the office of the Rich County Recorder June 7, 1979 in Book H3 Pages 130-156 to read as attached:

Name, signature and number of lots:

| | | | |
|------------------------------|----|-----------------------------|---|
| Barbara Wise | 1 | GENE & DONNA PECK | 1 |
| Barbara Wise | | La Peck | |
| Tom S. Mathison | 1 | Ethel Lee Jensen | 1 |
| For Ken S. Mathison & Family | 1 | | |
| For Max Peterson by Proxy | 79 | Arden E. Johnson | 1 |
| Valley Bank & Trust | | | |
| By W. J. Cress | | Mr. & Mrs. Ernest Oled | 1 |
| Mr. & Mrs. Tom Jensen | 1 | By Proxy: Barbara Wise for: | 1 |
| | | David Moore | |
| Dr. Jenkins | 1 | Raymond Aiken | 4 |
| M. Charles Lee | 1 | Jamie Wilson | 1 |
| Albert C. Schenck | 1 | Douglas Duffy | 2 |
| Arnold J. Rock | 1 | Melinda Graves | 1 |
| Phyllis Lyndon | 2 | Walter Tutthill | 1 |
| Franklin D. Croxford | 1 | Miriam Watanabe | 1 |
| Alexander C. Bair | 1 | Eddie Barnes | 1 |
| Harry E. Moffat | 1 | Rex Sutton | 1 |
| Phil Hill | 1 | Mary Maynes by proxy | 1 |
| ROBERT HILL | | to Mel Maynes | |
| Legend R. Saunders | 2 | | |
| Julius R. Saunders | | | |
| David Davis | 1 | | |

Total 112 out of 190 = Majority