

EASEMENT AND RIGHT OF WAY WITH PROTECTIVE COVENANTS

Agreement made by and between the BUTTERCUP ESTATES PROPERTY OWNERS ASSOCIATION, of 4755 Pintail Court, Salt Lake City, Utah 84117 (hereinafter referred to jointly as the "Association") and Dennis T. Olson and Bonnie N. Olson of 1363 N. 7275 East City of Huntsville, Utah (herein called the "Grantee"). 84317

RECITALS

WHEREAS, the Association owns and/or manages the common areas and facilities and roads located within the BUTTERCUP ESTATES SUBDIVISION and BUTTERCUP MOBILE HOME ESTATES, which are situated in Rich County, Utah and are identified with particularity on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to jointly as "Parcel A");

WHEREAS, BUTTERCUP LANE (a portion of which is a dedicated road and a portion of which is a private road) is located within Parcel A.

WHEREAS, this agreement affects the private road portion of BUTTERCUP LANE (hereinafter referred to as "BUTTERCUP LANE");

WHEREAS, Grantee owns certain real property located in Rich County, Utah, identified with particularity on Exhibit "B" attached hereto and incorporated herein by this reference (hereinafter referred to as "Parcel B");

WHEREAS, Parcel B adjoins Parcel A.

WHEREAS, Grantee desires an easement and right-of-way over, across and on BUTTERCUP LANE for vehicular and pedestrian traffic to and from Parcel B.

WHEREAS, the Association is willing to grant such an easement and right-of-way to Grantee subject to the following terms and conditions:

NOW, THEREFORE, for the reasons recited above and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION ONE
CONVEYANCE OF EASEMENT**

The Association hereby grants and conveys to Grantee a non-exclusive easement and right-of-way for ingress to and egress from Parcel B for vehicular and pedestrian traffic over, across and on BUTTERCUP LANE.

Recorded JAN 19 2000 Filing No. 55193
At 2:00 AM/PM in Book 68 Page 266
Fee 25.00 Dobra L. Ames Rich County Recorder
Requested by Rich Land Title Co

**SECTION TWO
RIGHTS OF QUIET ENJOYMENT**

Grantee shall use the non-exclusive rights granted above with due regard to the rights of others and the use thereof, and Grantee shall not use his easement and right-of-way in any way which will impair the rights of others to use it, and Grantee shall not obstruct passage thereon.

**SECTION THREE
MAINTENANCE, REPAIR AND REPLACEMENT**

BUTTERCUP LANE is not paved now and the Association does not intend to pave BUTTERCUP LANE; however, the current road shall be maintained in its current condition. This includes, without limitation, the grading, filling of chuckholes, dredging, regravelling, snow plowing and related services from time to time as the need arises. The parties agree to share the costs and expenses of real property taxes and the materials, labor and services required to maintain BUTTERCUP LANE in good repair on a pro rata basis. The cost of maintaining BUTTERCUP LANE shall be divided equally among all of the lot and homeowners of BUTTERCUP ESTATES SUBDIVISION, BUTTERCUP MOBILE HOME ESTATES and Parcel B. Currently, there are 184 lots and homes in BUTTERCUP ESTATES SUBDIVISION and BUTTERCUP MOBILE HOME ESTATES, and Parcel B is deemed to be one lot and home. It is intended by the parties that by adding Grantee, each lot and home owner will pay 1/185 of the total cost of the real property taxes and the maintenance, repair and replacement of BUTTERCUP LANE; however, if Parcel B is subdivided or partitioned, or additional lots are established or additional homes constructed or installed thereon, then the percentage interests shall be modified accordingly.

**SECTION FOUR
ASSESSMENTS, DEBTS AND LIENS**

Each assessment or allocation of the common expenses is a debt of the lot or home owner and Grantee at the time the assessment is made and is collectible as such. If a lot or home owner or Grantee fail or refuse to make any payment of the debt when due, that amount shall constitute a lien on the interest of the owner in Parcel A or Parcel B, respectively, and upon the recording of notice of lien, it is a lien upon the party's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax and special assessment liens on the property in favor of any assessing unit or special improvement district; and (2) encumbrances on the interest of the party recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

**SECTION FIVE
REPAIR OF DAMAGE CAUSED BY DEVELOPMENT OF PARCEL A OR B**

Grantee shall be strictly liable for and shall pay the cost of repairing any damage (beyond ordinary wear and tear) which it causes to BUTTERCUP LANE and restoring the property to its original condition. This includes without limitation damages caused by the development or improvement of Parcel B (e.g., heavy trucks and equipment, etc.) or the installation, maintenance,

repair or replacement of utilities in, on, about, over or under BUTTERCUP LANE.

**SECTION SIX
PROTECTIVE COVENANTS**

As additional consideration, Grantee agrees to and shall abide by the Protective Covenants, attached as Exhibit "C" and incorporated herein by this reference, in the development of Parcel B. If Grantee violates the protective covenants, and fails to cure the default within thirty (30) days after delivery of written notice, the Association may, at its option and in its sole discretion, elect to terminate this easement and right-of-way by filing in the Office of the County Recorder of Rich County, Utah a "Notice of Termination of Easement and Right-of-Way" or its equivalent.

**SECTION SEVEN
COST OF DRAFTING EASEMENT AND RIGHT OF WAY**

Grantee shall pay the Association the sum of Five Hundred and No/100ths Dollars (\$500.00) as its share of the cost of preparing and recording this document.

**SECTION EIGHT
NEW HOME OR DWELLING USE COMMENCEMENT FEE**

As additional consideration for the granting of this easement, when Parcel B is subdivided, partitioned or sold and a home or dwelling is constructed or placed thereon, then the new owner of each such home or dwelling shall pay to the Association the sum of One Thousand Two Hundred Fifty and No/100ths Dollars (\$1,250.00). This represents a portion of the cost of the initial engineering and construction of the improvements to BUTTERCUP LANE. Payment shall be made within thirty (30) days after a billing is delivered by the Association to the new owner.

**SECTION NINE
EASEMENT TO RUN WITH LAND**

This grant of of this easement and right-of-way shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

**SECTION TEN
ATTORNEY'S FEES**

In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the non-defaulting party shall be entitled to recover reasonable expenses, attorney's fees, and costs from the defaulting party, regardless of whether a lawsuit is filed.

**SECTION ELEVEN
ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties relating to the rights

granted and the obligations assumed pursuant to this instrument. Any oral representations or modifications concerning this instrument shall be of no force and effect, excepting a subsequent modification reduced to writing, signed by the party to be charged therewith.

**SECTION TWELVE
RESERVATION OF RIGHT**

The Association expressly reserves the right to grant other non-exclusive easements and rights-of-way for BUTTERCUP LANE.

**SECTION THIRTEEN
ASSIGNMENT**

Grantee may not assign this easement and right-of-way to any party who does not own or have an ownership interest in Parcel B or a portion thereof.

Witness our hand and seal this 13 day of January, ²⁰⁰⁰~~1999~~.

BUTTERCUP ESTATES PROPERTY OWNERS ASSOCIATION.

By: [Signature]
Title: President

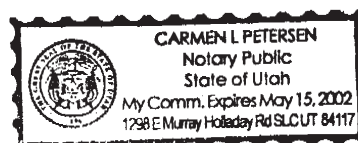
By: Barbara Wise
Title: Secretary

STATE OF UTAH)
)ss:
COUNTY OF)

On the 13 day of January, personally appeared before me James A. Bertola and Barbara Wise, the signers of the foregoing instrument, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and who duly acknowledged to me that they are the President and Secretary of BUTTERCUP ESTATES PROPERTY OWNERS ASSOCIATION, and that executed the same, pursuant to a resolution of the Board of Trustees or Articles of Incorporation for and in behalf of the Association.

[Signature]
NOTARY PUBLIC
Residing at:
My Commission Expires:

Signature page continues . . .



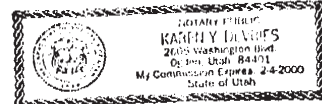
Ronan T Olson
GRANTEE

Blank
GRANTEE

STATE OF UTAH)
COUNTY OF Weber)ss:

On the 22nd day of December, 1999, personally appeared before me Dennis T. Olson, the signer(s) of the foregoing instrument, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and who duly acknowledged to me that he executed the same.

Karen Y DeKruis
NOTARY PUBLIC
Residing at:
My Commission Expires:



Bonnie T Olson
GRANTEE

ACKNOWLEDGMENT

State of Utah
County of Weber
On 12/22, 1999, personally
appeared before me Bonnie T. Olson
whom I know personally
 whose identity I verified on
the basis of Identification
whose identity I verified on
the oath or affirmation of
a credible witness,
to be the signer of the instrument and
he/she acknowledges that he/she
signed it.

Rachel Kay
Notary Public
My Commission Expires:



EXHIBIT "A"
LEGAL DESCRIPTION OF PARCEL A

The land referred to in the foregoing document as Parcel A is located in Rich County, Utah and is described more particularly as follows:

A 60' wide right-of-way, 30' on each side of the following described centerline of Buttercup Lane located in Buttercup Estates Subdivision and buttercup Mobile Home Estates recorded on August 23, 1984 in the Rich County Recorder's office as filing # 30272, book R4, Page 471 and filing # 30273, book R4, Page 472 respectively:

Beginning at a point N. 0°51' E. 30.00 feet from the Southwest corner of Buttercup Farms Subdivision Plat I, Garden City, rich County, Utah; and running thence N. 88°47'17" W. 155.00 feet; thence to the left along the arc of a 484.00 foot radius curve a distance of 244.653 feet (LC bears S. 76°43'52" W. 242.057 feet); thence S. 62°15' W. 385.00 feet; thence to the right along the arc of a 607.26 foot radius curve a distance of 294.114 feet (LC bears S. 76°07'30" W. 291.247 feet); thence West 84.13 feet to the west line of Section 28; thence west 599.25 feet along the centerline of Buttercup Lane; thence westerly along the arc of a 229.18 foot radius curve to the left for 85.80 feet.

EXHIBIT "B"
LEGAL DESCRIPTION OF PARCEL B

The land referred to in the foregoing document as Parcel B is located in Rich County, Utah and is described more particularly as follows:

Part of the North half of the Northeast Quarter of the Northeast Quarter of Section 29, Township 14 North, Range 5 East, of the Salt Lake Base and Meridian, described as follows: Beginning at the Northeast Corner of said Section 29 and running thence North 88°48'35" West along the North line of said Section, 798.391 feet to the East line of Lot 41, Buttercup Estates Subdivision; thence South 17°05'35" East in said line and its extension 373.660 feet to the North right-of-way line of Buttercup Lane; thence Easterly following the North line of said lane in two courses: 1) following the arc of a 229.180 foot radius curve to the right 85.800 feet; 2) thence East 599.250 feet to the said Section line; thence North by record (North 0°51'27" East 324.540 feet by survey) to the point of beginning.

EXHIBIT "C"
PROTECTIVE COVENANTS

1. **Minimum Lot Size.** The minimum size of any lot on Parcel B will be one-third (1/3) of an acre.
2. **Area of Application.** This Declaration shall apply to all of Parcel B.
3. **Use Restrictions and Nature of the Project.** The Lots are subject to the following use restrictions which shall govern both the architecture of the Dwellings and the activities permitted therein:
 - a. **Residential Purposes.** No lot shall be used except for single family residential purposes.
 - b. **Zoning.** All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Subdivision land use and buildings.
 - c. **Landscaping.** All landscaping, grading and drainage of the land in each Lot shall be completed so as to comply with and not impair all flood control requirements of the adjoining properties.
 - d. **Easements.** Easements and rights of way for the installation and maintenance of utilities, drainage systems and facilities, and irrigation are reserved, as set forth herein and in the legal descriptions of the Property. Within these easements and rights of way, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. The easement and right of way area of each Lot and all improvements within said area shall be maintained continuously by their Owners, excepting those improvements for which a public authority or utility company is expressly responsible.
 - e. **Slope and Drainage Control.** No structure, plant, improvement or other material may be placed or permitted to remain, or other activities undertaken which may damage or interfere with established Lot ratios, create erosion or sliding problems, or which may change the direction or flow of drainage channels, or obstruct or retard the flow of water through the channels. The slope control area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, excepting those improvements for which a public authority or utility company is expressly responsible. It shall be the responsibility of the Owner to see that his Lot conforms with and continues to conform with any established grading and drainage plan that has previously been designed by the Developer.
 - f. **Fencing.** All fencing materials shall be of a maintenance free construction material, such as vinyl or masonry.



g. Nuisances. No noxious, illegal or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother or nuisance to the neighborhood, or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property. No automobiles, vans, sport utility vehicles, trucks, campers, motor homes, trailers, boats, watercraft, recreational, commercial, oversized or other vehicles shall be stored on streets or in front yards. Recreational, commercial, oversized or other motor vehicles may be stored on cement parking slabs in side yards so long as they are in running condition, regularly used, and currently licensed and registered. Activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Property or which result in unreasonable levels of sound or light pollution shall be deemed to be a nuisance.

h. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste (hereinafter referred to collectively as "Trash"). All Trash shall be kept at all times in sanitary containers. All Trash containers shall be kept in sanitary condition. No Trash containers, unsightly material or objects are to be stored on any Lot in view of the general public, except on Trash pick-up days and then for a period not in excess of twenty-four (24) hours. Disposal of any oil, gas, or lubricants, and the storage or disposal of other hazardous materials anywhere within the Property is prohibited.

i. Temporary Structures. No structure of a temporary nature or character, including but not limited to any trailer, shack, shed, tent, garage, barn or other out-building shall be used on any Lot at any time as a residence.

5. Building Restrictions. No Dwelling shall be constructed or altered unless it meets the following requirements:

- a. Only single family residential Dwellings of not less than 800 square feet are allowed.
- b. Height of any Dwelling shall not exceed two (2) stories above ground.
- c. Any detached accessory building must conform in design and materials with the primary residential Dwelling. *Tifal burn approval per conversation with Barbara Wise.*

6. Standing. The Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of these protective covenants.

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(initial)

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(initial)

DTO
(initial)