

Original to Mr Ben ~~Reddins~~ Rawlins
1300 Walker Bank Bldg
Salt Lake City, 84111

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FILED AND RECORDED FOR
Basin Land Dev. Co
1976 JUN 15 PM 3 56

PROTECTIVE COVENANTS CAUSEY ESTATES
SUBDIVISION NO. 2, COUNTY OF WEBER, STATE OF UTAH
RUTH JAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Marian L. Miller*

This Declaration made this 15th day of February, 1976,
by BASIN LAND DEVELOPMENT, a Utah corporation, having its
principal place of business in the City of Ogden, Weber County,
State of Utah, hereinafter referred to as the "declarant",

WHEREAS, the declarant is the owner of Causey Estates
Subdivision No. 2, Weber County, State of Utah, as per plat thereof
recorded in the office of the County Recorder of said county; and

WHEREAS, the declarant is about to sell, dispose of or
convey the lots in said Causey Estates Subdivision No. 2 and de-
sires to subject the same to certain protective covenants, con-
ditions and restrictions (hereinafter referred to as "covenants")
between it and the acquirers and/or users of the lots in said sub-
division; and

WHEREAS, a non-profit corporation known as Causey Estates
Lot Owners Association, herein called "association", has been
organized and qualified under the laws of the State of Utah;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That de-
clarant hereby certifies and declares that it has established and
does hereby establish a general plan for the protection, maintenance,
development and improvement of said subdivision, that,

This declaration is designed for the mutual benefit of
the lots in said subdivision and declarant has fixed and does here-
by fix the covenants upon and subject to which all lots, common
areas, parcels and portions of such subdivision shall be held,
leased or sold and/or conveyed by them as such owners, each and
all of which is and are for the mutual benefit of the lots in said
subdivision and of each owner thereof, and shall run with the land
and shall inure to and pass with said subdivision and each and
every lot and parcel of land therein, and shall apply to and bind
the respective successors in interests thereof, and are and each
thereof is imposed upon the lots as a mutual, equitable servitude
in favor of each and every parcel of land therein as the dominant
tenement or tenements.

SAID COVENANTS ARE AS FOLLOWS:

A. Common Areas.

1. Within the subdivision are areas designated as "common
areas". Such areas are restricted in their use by Weber County,
State of Utah, to remain essentially in an open, undeveloped con-
dition. Subject to the restrictions of Weber County for such common
areas and with the consent of and under the direction of the asso-
ciation, reasonable portions of said common areas may be utilized
for such common purposes as horse stables, corrals, bridle paths,
hiking trails, water facilities, snowmobile trails, ski areas, hunt-
ing and other similar type recreational facilities and activities.

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The association shall have the right to make and enforce rules governing the use of common areas. An easement for water lines and other utilities has been reserved by declarant, its successors and assigns over and under common areas and subdivision roads.

2. Areas adjoining and in the general vicinity of Causey Estates Subdivision No. 2 are, or may become subdivided into lots and common areas similar to Causey Estates Subdivision No. 2. The ownership and management of the common areas therein have, or at the option of declarant or its assigns will be vested in the association, with the right vested in said association to allow the use of all common areas by the owners of all lots of all such subdivisions. It is the intent and purpose of this provision to afford all lot owners within a general area with a maximum acreage of common area which they could use for recreational pursuits.

3. All common areas within the subdivision are private, and neither the declarant's recording of the plat nor any other act of declarant with respect to the plat shall be construed as a dedication to the public, but rather all such common areas shall be for the use and enjoyment of members of the association and the guests of such members, subject to the restrictions of Weber County placed upon the use of said common areas and the rules and regulations of the association.

4. No lot owner shall have the right to partition or lay claim to any part or parcel of said common areas; that the right to the use of said common areas shall be by reason of a membership in the association. Such memberships are and shall remain appurtenant to the lots of said subdivision and shall be transferred as ownership to lots in said subdivision are transferred. No part of said common areas shall be sold or set apart to satisfy the debts or obligations of any of the members of the association. The foregoing shall not be construed as limiting the right of the association to grant utility easements on, over or under said areas nor to grant grazing rights in exchange for the right of its members to use other property for hunting and recreational pursuits, nor shall the foregoing limit or restrict the right of the association to use property within said common areas for the construction and maintenance of utilities so constructed and maintained for the use and benefit of lot owners within said subdivision. The common areas shall not be subject to any lien for association indebtedness, except those enforced by law, unless approved by three-fourths of the outstanding voting members in a special meeting called for that purpose.

5. Causey Estates Lot Owners Association.

(a) Every person acquiring ownership to any lot in the subdivision becomes a member of the association, and with such ownership in the subdivision and membership in the association he becomes subject to the requirements and limitations imposed in these restrictions and to the regulations and assessments of the association

(b) The association shall be responsible for the

maintenance of and the establishment and enforcement of rules and regulations concerning the operation and use of all common areas to which it may become the owner within the subdivision or development. It may place reasonable limitations on the number of persons privileged to use said common areas for hunting and other purposes on account of lot owner membership. Any such limitation shall be applied uniformly. It may also provide for the control and maintenance of gates and platted roadways within the subdivision not dedicated to general public use. It may provide culinary water, garbage collection, fire and police protection for the residents of the subdivision. In the event the association at any time fails to provide adequate water service, road maintenance, garbage collection, fire and police protection, the declarant may in its sole discretion enter upon and make any and all repairs or may maintain any of the properties under the responsibility of the association, and may charge the association therefor, provided, however, that declarant shall under no circumstances be obligated to undertake any such action.

(c) 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 on every lot uniform charges as determined by the Board of Trustees for the purposes set forth in the Articles of Incorporation.

Every person who shall become the legal or equitable owner of any lot in the subdivision by any means is, by the act of acquiring such title, or by the act of contracting to acquire such title, held to have agreed to pay the association all charges that the association may make in accordance with these covenants, its Articles of Incorporation and by-laws. If such payment is not made when due, it shall bear interest from the date due until paid at the rate of eight (8%) percent per annum. 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 of a delinquent owner and may be foreclosed in accordance with the laws of the State of Utah.

(d) Any funds accumulated as a result of the charges levied by the association shall be used exclusively for purposes of promoting the recreation, health, safety and welfare of the members of the association and in particular to provide maintenance of roadways, gates, water services and administering the common areas.

(e) The lien of any mortgage or deed of trust placed upon any lot for the purpose of permanent financing and/or constructing a residence or other improvement thereon, shall be superior to any such lien as provided for in these covenants.

(f) Though the association may admit as members thereto the several owners of a single lot, said owners shall be entitled to jointly cast but one vote on any association matter on which members are entitled to vote.

(g) The Articles of Incorporation of the association

as initially filed in the office of the Secretary of State of the State of Utah are as follows:

ARTICLES OF INCORPORATION
OF
CAUSEY ESTATES LOT OWNERS ASSOCIATION
(A Non-Profit Corporation)

ARTICLE I

The name of the corporation is CAUSEY ESTATES LOT OWNERS ASSOCIATION.

ARTICLE II

This corporation shall have perpetual existence unless dissolved according to law.

ARTICLE III

The purposes for which said non-profit corporation is organized are:

1. To own, manage and control the common areas of subdivisions in the Skull Crack Canyon area (Causey Estates) of the South Fork of the Ogden River in Ogden Canyon and to do so for the use and benefit of the owners of lots within subdivisions of said area. To place reasonable limitations on the number of persons privileged to use said common areas for hunting and other purposes, on account of lot owner membership.

2. To provide for the adequate maintenance of private bridges, gates and roadways within and leading to such subdivisions.

3. To own, manage and control culinary water facilities and the distribution of water to owners of subdivided lots within such subdivisions.

4. To negotiate for, promote, manage and control recreational facilities and opportunities for the use and benefit of such lot owners.

5. To make assessments for the maintenance of roadways, gates, water service, real and personal property taxes, insurance and other reasonable expenses incurred in the operation of the corporation.

6. To obtain through negotiation and agreement access to property in the area of Causey Estates Subdivisions for the recreational use of the members of the corporation, and to grant grazing rights and other rights (not inconsistent with the enjoyment and use by its members) over property owned by it in exchange for the use by its members of other and adjoining property for the recreational pursuits of its members.

7. The foregoing objects and powers are in addition

to any other and further powers authorized by the Utah Non-Profit Corporation Act.

8. The corporation shall have the power to take such reasonable measures as may preserve the natural state of the common areas under its jurisdiction and control and to reduce the hazards of fire and other deteriorations thereto. It shall adopt and enforce reasonable rules and regulations governing the use of common areas and other property and facilities under its jurisdiction.

ARTICLE IV

Membership in said corporation shall consist of the owners of subdivision lots in the above mentioned area. One voting membership shall be issued for each lot within said subdivision or development regardless of the number of persons or parties having a legal or equitable ownership interest in a specific lot. Memberships in said corporation shall be appurtenant to the lots to which they are issued and shall be transferred as the legal or equitable ownership to lots are transferred.

ARTICLE V

The governing board of said corporation shall initially consist of three trustees. One of the trustees shall be designated as a chairman, another a vice-chairman and another secretary and treasurer. The initial Board of Trustees shall serve until a membership meeting of the corporation has been called for the election of new trustees. Trustees elected by the membership of the corporation shall serve for terms of two years and thereafter until their successors have been duly elected and qualified. In order that the terms of trustees shall terminate in different years, at the time of the initial election of trustees, one-half, or as near to one-half as mathematically possible, of the trustees may be elected for one year terms. If and when additional trustees are added to the Board, their initial term may be for less than two years in order to maintain as nearly as possible the expiration of the terms of one-half of the total number of trustees each year.

The governing board of said corporation shall include at least one trustee from each originally platted subdivision unit within the area but each trustee shall be elected by a majority of all the voting members in attendance at an annual meeting or at a special membership meeting held for such purpose. The governing board of the corporation shall be expanded from time to time by resolution of the Board of Trustees or By-Laws as necessary to accommodate at least one trustee from each such subdivision unit.

ARTICLE VI

Assessments shall be levied by the corporation upon the lot owners for corporate purposes. In the event any such assessment is not paid, the same shall become a lien upon the real property of such lot owners in the subdivision or development. The lien of a mortgage or deed of trust placed upon any lot for the purpose of permanent financing of a residence or other improvement thereon shall be superior to any such lien as provided for herein.

ARTICLE VII

The corporation shall hold an annual meeting of the members sometime between the months of March and November each year as designated by the governing Board of Trustees. Other membership meetings may be held at such time and place as the governing board shall determine. Meetings of members shall be called by the governing board to consider corporation matters upon the petition of at least fifteen (15%) percent of the outstanding voting memberships of said corporation.

ARTICLE VIII

The initial governing board shall consist of:

Roy I. Austin	2968 West 6000 South Roy, Utah
Merrill W. Beck	1414 Millbrook Way Bountiful, Utah
Robert Jacob	2716 Pierce Avenue Ogden, Utah

ARTICLE IX

The initial principal office of the corporation is 2968 West 6000 South, Roy, Utah.

ARTICLE X

The name and address of each incorporator is as follows:

Ben E. Rawlings	1300 Walker Bank Bldg. Salt Lake City, Utah
Merrill W. Beck	1414 Millbrook Way Bountiful, Utah
Harold W. Belliston	1349 Zenith Avenue Salt Lake City, Utah

IN WITNESS WHEREOF, we the undersigned have hereto set our hands and seals this 8th day of March, 1973.

END OF ARTICLES

B. Subdivision Lots.

1. That all of the lots within this subdivision unit are herein designated as single family residential lots, and may not be re-subdivided into smaller lots. A single family residence is a dwelling for one family alone, together with such buildings and structures as are ordinarily incidental to a single family dwelling. Riding horses not exceeding four in number may be temporarily kept on a residential lot. If common facilities for the keeping of horses within or adjacent to the common areas be at any time developed by the association, the keeping, stabling, corralling or pasturing of same upon a residential lot may thereafter

be curtailed pursuant to notice by the Environmental Control Committee to lot owners.

2. Set Back Requirements. (a) Dwelling set backs shall be not less than 30 feet from the front property line and not less than 15 feet from side and rear lot lines. (b) No structure providing overhead shelter or enclosures for maintaining horses shall be constructed closer than 30 feet from the front property line and 15 feet from the side lot lines and in no case shall a structure providing such overhead shelter be constructed within 75 feet of an existing residence upon an adjacent lot. First issued building permits (good for one year) shall prevail in situations where structures are planned but not yet constructed on adjacent lots. (c) Other uninhabital structures such as garages and carports shall not be constructed closer than 30 feet from the front lot line nor closer than 15 feet from the side lot lines.

3. Hillside Development Ordinance and Designated Building Area. Lots 65, 66, 68, 69, 70, 71, 72, 73 and 75 have been designated on the subdivision plat with an "R" next to the lot number, thus signifying that improvements to be constructed thereon must conform to the Hillside Development Ordinance of Weber County.

Lots 61, 62, 63, 64, 67, 74, 76, 77, 78, 79, 80, 81, 82, 83, 85, 86, 87, 88, 91, 92, 93, 94, 111, 112 and 113 have building areas designated on the subdivision plat. In order to be exempt from the Hillside Development Ordinance of Weber County, improvements must be constructed within the said building area.

C. General Requirements. The following general requirements shall govern as to the construction and other activities conducted on any lot within the subdivision.

1. SIZE OF DWELLING. No permanent dwelling having a total living area of less than 800 square feet of floor space, exclusive of open porches, attached garages, if any, shall be erected, permitted or maintained on any of said lots. A permanent dwelling with less than the said specified square feet of floor living area may be allowed only upon written approval of the Environmental Control Committee. Said committee shall have the express power to limit the amount of outside exposed masonry and metal of any permanent dwelling or other structure intended to be constructed on said property. All dwellings shall be constructed on a permanent foundation or piers.

2. OUT HOUSES. No privy shall be erected, maintained or used upon any part of said real property, but a temporary privy may be permitted during the course of construction of a building. Any lavatory, toilet or water closet that shall be erected, maintained or used therein shall be enclosed and located within a building therein permitted to be erected on said lots and shall be properly connected with an underground septic tank, in accordance with the standards required by the Utah State Division of Health, and so constructed and operated that no offensive odor shall arise or otherwise escape therefrom and that none of the effluent from septic tanks shall be permitted to be discharged beyond the limits of the lot on which it is installed.

3. CULINARY WATER USE. Each lot in the subdivision, unless otherwise approved by the Utah State Division of Health, shall not have installed more than one outside hose bib and each lot may be subject to the installation of a one gallon per minute water restriction device.

4. TEMPORARY STRUCTURES. No temporary house, trailer, tent, garage, or other outbuilding shall be placed or permitted on any lot, provided, however, that the Environmental Control Committee may grant permission for any such temporary structure for storage of material during construction. No such temporary structures as may be approved shall be permitted at any time as a dwelling place, nor shall any overnight camping be permitted on any lot, without approval of said committee.

5. TIME FOR COMPLETION OF STRUCTURES. Once construction of improvements has been started on any lot, the improvements must be substantially completed in accordance with plans and specifications as approved, within two years from commencement.

6. NO OCCUPANCY UNTIL COMPLETION. No dwelling shall be occupied until the same has been substantially completed in accordance with its approved plans and specifications.

7. KEEPING LIVESTOCK, POULTRY OR PETS. Keeping of livestock, poultry or pets upon the property for commercial purposes is prohibited. No animals or livestock, except horses, hereinabove referred to, and usual household pets, shall be kept or maintained upon any of the lots in said subdivision.

8. SIGNBOARDS. All signs, billboards or advertising structures of any kind are prohibited, except with the written permission of the Environmental Control Committee.

9. JUNK VEHICLES. No stripped-down, partially wrecked, or junk motor vehicles or sizeable parts thereof, shall be permitted to be parked or maintained on any street, common area or lot within the subdivision.

10. FUEL STORAGE TANKS. Every tank for the storage of fuel installed outside any building in the subdivision or development shall be either buried below the surface of the ground or screened to the satisfaction of the Environmental Control Committee by fencing or shrubbery.

11. GARBAGE AND REFUSE DISPOSAL. No lot or common area shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and shall be installed either underground or screened or placed and kept so as to not be visible from any street or adjacent lot, except during times of refuse collections.

12. MAINTAINING NATURAL DRAINAGE. No construction, diversion, or confining of the existing channels through which surface water in time of storms naturally flows upon and across any lot, shall be made by any lot owner in such a manner as to cause damage to other properties.

13. OFFENSIVE ACTIVITY. No noxious or offensive activities

shall be carried on upon any lot hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of other lots within said subdivision.

14. REMOVAL OF SOIL AND SHRUBBERY. No soil, rocks, trees or other shrubbery shall be removed from or placed upon any common area without the written consent of the association first obtained.

15. CHANGES IN GROUND LEVEL. Except when acting pursuant to written approval of Weber County as a result of compliance with the Hillside Development Ordinance, no change in ground level may be made on any lot in excess of one foot from existing grades without the written approval of the Environmental Control Committee obtained prior to the commencement of work.

16. RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY.

(a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear, side and front seven feet of each lot. Within these easements, no structure, planting or other material shall be used or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area on each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. There is reserved to electric power, gas, water and other public utilities the right to construct, maintain, and operate along, upon and across all present and future streets, alleys, roadways and common areas in said subdivision.

(b) The declarant hereby reserves a right-of-way (which may be assigned) over roadways designated within the subdivision as "private" for the purpose of providing access and utilities to future adjacent subdivisions wherein the roadways would likewise be designated as "private" roadways.

17. FENCES. No fence shall be erected or maintained upon any lot without the written approval of the Environmental Control Committee first given. Applications for such approval shall specify the type of fence to be constructed, the materials to be used, the location of the fence on the lot and such other information as the committee may require. No fence shall be approved unless constructed substantially of natural wood and unless constructed in such a way and in such a location on the lot so as to minimize any detrimental effect which it may have on the natural mountainous setting of the subdivision.

D. Environmental Control Committee.

1. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot or common area, and the proposed location thereof on any lot or common area, the construction material, roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any lot or common area shall be subject to and

shall require the approval in writing before any such work is commenced of the Environmental Control Committee, herein called Committee, as the same is from time to time composed.

2. The committee shall be composed of three members to be appointed by declarant. Committee members shall be subject to removal by declarant and any vacancies from time to time existing shall be filled by appointment of declarant, or in the event of declarant's failure to appoint within two months after any such vacancy, then by the Board of Trustees of the association, provided, however, that at any time hereafter the declarant may, at its sole option, relinquish to the Board of Trustees of the association the power of appointment and removal reserved herein to the declarant. Such transfer of power must be in writing.

3. There shall be submitted to the committee a building application on forms approved by the declarant, together with two complete sets of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures, or improvements of any kind, shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefor have received such written approval as herein provided. Such 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 the schemes for roofs and exteriors thereof, the trees and shrubs proposed to be removed, and proposed landscape planning. A filing fee of \$30.00 shall accompany the submission of such application and plans to defray committee expenses. No additional fee shall be required for re-submission of plans revised in accordance with committee recommendations.

4. The committee may allow reasonable variances and adjustments of these restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purpose hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to the other property or improvements in the vicinity of the subdivision or the development.

E. Other Provisions.

1. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them until the first day of March, 1996, at which time said covenants and conditions shall be automatically extended for successive periods of ten years, unless by vote of the owners of a majority of the lots in said subdivision it is agreed to change said covenants in whole or in part.

2. The grantee of any lot subject to the coverage of these covenants, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these restrictions and agreements herein contained and also the jurisdiction, rights and powers of declarant, and by such acceptance

shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the declarant, and with the association, and to and with the grantees and subsequent owners of each of the lots within the subdivision and development to keep, observe, comply with and perform said restrictions and agreements.

3. If any paragraph, section, sentence, clause or phrase of the covenants, conditions and restrictions herein contained shall be or become illegal, null or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained shall not be affected thereby.

4. If any owner of any lot in said subdivision, or his heirs, successors or assigns, shall violate or attempt to violate any of the conditions, covenants and/or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said subdivision, or the association above referred to, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants and/or restrictions and either to prevent him or them from so doing and to recover damages or other dues for such violation.

5. That a breach of any of the foregoing conditions, covenants, and/or restrictions shall not defeat or render invalid the lien of any mortgage, or deed of trust in good faith, and for value, as to said property or any part thereof, but such conditions, covenants and/or restrictions shall be binding upon and effective against any owner legal or equitable of any lot or lots in said subdivision whose title is acquired by foreclosure, trustee's sale or otherwise.

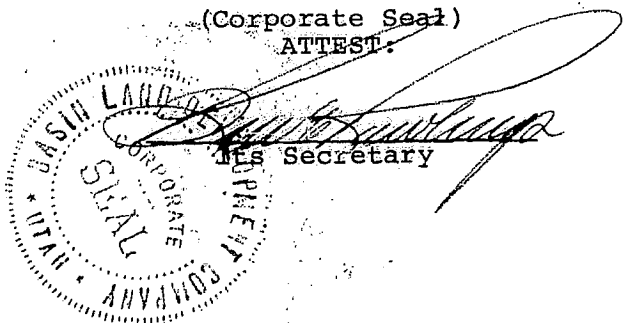
6. The declarant hereby reserves the right to alter or amend these covenants at any time prior to the conveyance or sale by it of any lots or parcels contained within said subdivision and thereafter with the unanimous written consent of all lot owners.

IN WITNESS WHEREOF, Basin Land Development Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date first above stated.

BASIN LAND DEVELOPMENT COMPANY,
a corporation

(Corporate Seal)

ATTEST:



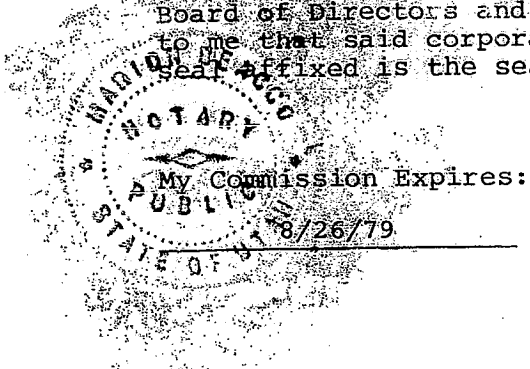
Secretary

By

Roy J. Austin
Its President

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 7th day of April, 1976, personally appeared before me ROY I. AUSTIN and BEN E. RAWLINGS, who being by me duly sworn, each for himself, did say, that he, the said Roy I. Austin is the President, and he, the said Ben E. Rawlings is the Secretary of Basin Land Development Company, a Utah corporation, and the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and the same officers each duly acknowledged to me that said corporation executed the same, and that the seal affixed is the seal of said corporation.



Marion Deaceo
Notary Public
Residing at Salt Lake City, Utah