

**AMENDED AND RESTATED DECLARATION OF RESERVATIONS,
RESTRICTIONS, COVENANTS AND BYLAWS OF
BUTTERCUP ESTATES**

Pursuant to Page 2, Paragraph 3, sub-paragraph (a) of the Declaration of Reservations, Restrictions and Covenants dated May 15th, 1979 and recorded in the office of the Rich County Recorder June 7, 1979 in Book H3 Pages 130-156, and pursuant to Page 2, Paragraph 3, of the Declaration of Reservations, Restrictions and Covenants dated July 11, 1990 and recorded in the office of the Rich County Recorder July 11, 1990 in Book A6 Pages 136-154, 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 1-28, 30-35, and 43-60 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.

This document affects the real property located in Rich County, Utah, described with particularity on "Exhibit A", attached hereto and incorporated herein by this reference.

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

VOTES FOR AMENDING:

Votes by written ballot:	22
Electronic votes:	<u>101</u>
Total:	123

123/184 = 66.8%

Recorded OCT 17 2007 Filing No. 72959

At 9:37 AM in Book M10 Page 329

Fee \$62.00 Debra L. Ames Rich County Recorder

**THIS INSTRUMENT IS BEING
RECORDED BY
RICH LAND TITLE COMPANY,
AS AN ACCOMMODATION
FOR Buttercup Estates POA**

0329

Requested by Rich Land Title Company

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 (lots 1-38) shall be limited to double wide manufactured homes. Phase 2 (lots 38-75) shall be limited to either single or double wide manufactured homes. Phase 3 (lots 76-131) being limited to single wide manufactured homes. The Buttercup Estates Subdivision shall be referred to as Phase 4 and shall be limited to single family constructed dwellings and not manufactured housing.

c. Manufactured homes shall also mean "on-site constructed" homes only if approved by the Planning and Environmental Control Committee, Garden City Planning & Zoning and the Garden City Council.

d. "Common areas" shall mean and refer to all of those lands within Buttercup Mobile Home Estates and Buttercup Estates Subdivision which are not designated by lot number on the official plats thereof. An equal 1/184th undivided interest in the common areas is hereby allocated to each lot.

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 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 a majority of lot owners.

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 consistent 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.

g. The authority to dedicate the roads at Buttercup Estates to a body politic.

h. The authority to participate in a Special Improvement District in conjunction with the dedication of the roads at Buttercup Estates.

The management committee shall be composed of at least nine (9) members. Beginning June 9, 1990, 3 members were elected for three-year terms, 3 members for two-year terms and 3 members for one-year term. At subsequent annual meetings, the terms have been and shall remain to be three-year terms. At annual association meetings, the vacancies shall be filled by election. However, a majority of the Management Committee members shall have the power and authority to appoint a member to complete the term of a Committee member who has resigned, forfeited his seat or is otherwise unable to fill out the term. 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 independent 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, all types of 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 deminish 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. All signs must comply with Garden City sign ordinances.

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 31st of July of each year for the ensuing year. The committee shall fix the amount of the annual charge per lot by the 15th 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 management committee.

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 management 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 management 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. The association has the right to collect from the parties responsible for damages to common areas. Owners are responsible for their guests, tenants & invitees.

14. **Charges for water and sewer service.** Each lot owner shall be required to connect to public 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.

"The Committee". For the purpose of insuring Buttercup Estates to be an area of high standards, the committee reserves the power to control the building, 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. More detail regarding restrictions and requirements can be found in the association's Building Guidelines. These guidelines may be changed, altered or amended from time to time by the management committee.

a. The Committee shall consist of no less than 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 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 Committee. Such improvements shall be placed on the premises only in accordance with the approval. Refusal of approval by The 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. Lot owners in Buttercup Mobile Homes Estates shall submit to The Committee three complete sets of schematic drawings, drawn to scale, including a plot plan showing the location on the lot of the proposed manufactured home, a photograph of all four sides of the actual manufactured home (or dealer's brochure showing the same home), plans for any proposed improvements to be added to the property and/or attached to said manufactured home, and proposed landscaped planting. The home must be certified to a minimum of 40 pounds per square foot snow load.

d. Lot owners in Buttercup Estates Subdivision (single-family constructed dwellings only), shall submit

to The Committee three complete sets of plans and specifications for any and all proposed improvements or alterations.

e. No building shall be done upon any lot unless and until the final plans, elevations, and specifications have received written approval from The Committee and a building permit from Garden City has been issued subsequent to committee approval. Plans shall be drawn to scale and shall include plot plans showing the location on the lot of the buildings wall, fence, propane tank or other structure proposed to be constructed, altered, placed or maintained, together with a plan for proposed landscaping.

f. The Committee shall approve or disapprove plans, specifications and details no later than 30 days nor sooner than 7 days from the receipt thereof but may extend said period for an additional 90 days. The Committee shall set a plan check fee, which from time to time may be changed as needed.

g. The Committee shall not 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.

h. Where Garden City and The Committee's requirements address the same or similar issue, the stricter requirement shall apply.

16. Land Use and Improvements. The land in Buttercup Mobile Home Estates shall be used for single-family manufactured housing and the land in Buttercup Estates Subdivision shall be used for single-family constructed dwellings. Lot owners 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:

MANUFACTURED HOMES

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

2). No less than 700 square feet of floor living area in the dwelling portion of the manufactured home shall be allowed. Once placement and setup procedures of and for manufactured housing 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 manufactured housing shall be occupied until the same has been set up and secured as approved.

3). Each manufactured home shall be securely anchored according to Garden City building specifications.

4). No manufactured homes older than 10 years from the issuance of a building permit may be placed on any lot except that 1.) Current lot owners' manufactured homes in place prior to the recording date of this document are exempt from this age requirement and 2.) Manufactured homes placed by current lot owners during the two-year period following the recording date of this document are not necessarily subject to this age restriction but are subject to any and all criteria which may be used for granting approval by The Committee and Garden City.

5). The space between the manufactured homes and ground or slab must be enclosed with matching metal, masonry, or such other material as may be approved by The Committee.

SINGLE FAMILY CONSTRUCTED DWELLINGS

1). Dwelling shall be set back 30 ft. from front-yard lines, 10 ft. from side yard lines, 30 ft. from rear yard lines along lines

paralleling the yard lines and no nearer than 20 ft. from a bordering street.

2). Placement of garage, carport and non-habitable buildings shall conform to Garden City set-back ordinances.

3). All single family constructed dwellings shall be a minimum of 1200 square feet of living area in the dwelling portion of the house. All exterior construction, as submitted for plan approval, shall be completed within one year of the issuance of a building permit. No home shall be occupied until an occupancy certificate has been issued by Garden City.

17. General Prohibitions and Requirements. The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot:

a. Subject to Garden City animal ordinance, no animals except household pets shall be kept on any lot. Clothes lines shall be screened from view in a manner acceptable to 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 accumulate on any lot.

c. No temporary house, trailer, tent, 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 vacant lot.

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

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

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

g. 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 (60) days.

h. No outside burning of wood, leaves, or rubbish shall be permitted. Use of fire pits is subject to Garden City ordinances. 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.

i. No change in ground level may be made of any lot where the change is higher than the highest natural point on the lot.

j. No construction debris may be allowed to remain on the lot after an occupancy certificate has been issued.

k. No more than thirty (30) days after construction of exterior is completed, lots shall be graded to substantially the same grade or slope as before construction.

l. Owners and residents shall at all times be responsible for the behavior of their guests, invitees and their family members. Actions or activities which cause embarrassment, discomfort, annoyance, distress, anxiety to, or which disturb any other resident, their family, friends, guests or invitees shall not be tolerated.

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 easement, 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 activities shall be 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. The respective lot owner shall also maintain improvements within such areas.

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 manufactured home or a constructed dwelling, he shall apply in writing to The Committee and Garden City for permission to use said lots. If written permission of such a use were 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. Such combined lots shall be assessed dues as though the lots were 2 separate lots, and shall retain voting rights as though the lots were 2 separate lots.

d. The lots in Buttercup Estates shall be burdened by such additional easements as may be shown on the recorded plats.

19. 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. This shall apply to all common areas with the exception of paragraph 5(g).

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 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.

24. **Registered Agent.** The registered agent authorized to receive process is James R. Blakesley whose address is 1305 North Commerce Drive, Suite 230, Saratoga Springs, Utah 84045.

25. Statement of Intent. It is the intent of this Declaration that it be governed by and construed in accordance with the provisions of the Utah Condominium Act contained in S7-8-1 et. seq., Utah Code Annotated.

26. All of the voting requirements of Sections 5(a) and 9 of the Declaration, and Article VIII of the By-Laws have been satisfied.

NOW, THEREFORE, for the benefit of the Project and the Lot Owners thereof, the Association hereby executes this AMENDED AND RESTATED DECLARATION OF RESERVATIONS, RESTRICTIONS AND COVENANTS, AND BY-LAWS FOR BUTTERCUP ESTATES for and on behalf of all of the Lot Owners.

IN WITNESS WHEREOF, the declarant has executed this declaration on the 9th day of October, 2007.

BUTTERCUP ESTATES PROPERTY OWNERS ASSOCIATION, INC.

by Steve Bilbao
President, Steve Bilbao

ATTEST: Barbara Wise
Secretary, Barbara Wise

STATE OF UTAH)
 : ss.
COUNTY OF Cache)

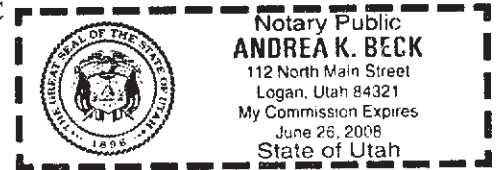
Personally appeared before me Steve Bilbao, the signer of the foregoing Declaration, who duly acknowledged to me that he executed the same.

DATED THIS 15th day of October, 2007.

My commission expires: 6-26-08

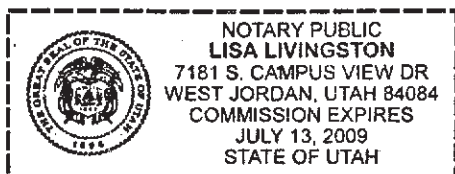
Andrea K Beck
NOTARY PUBLIC

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



Personally appeared before me Barbara Wise, the signer of the foregoing Declaration, who duly acknowledged to me that she executed the same.

DATED THIS 9th day of October, 2007.



Lisa Livingston
NOTARY PUBLIC
0344

EXHIBIT "A"
LEGAL DESCRIPTION

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

BUTTERCUP MOBILE HOME ESTATES, as recorded in the office of the Rich County Recorder, TOGETHER WITH ALL COMMON AREAS AND FACILITIES APPURTENANT THERETO.

LOT #	Tax ID #	LOT #	Tax ID #	LOT #	Tax ID #	LOT #	Tax ID #
1	41-21-32-001	40	41-21-32-040	79	41-21-32-079	118	41-21-32-118
2	41-21-32-002	41	41-21-32-041	80	41-21-32-080	119	41-21-32-119
3	41-21-32-003	42	41-21-32-042	81	41-21-32-081	120	41-21-32-120
4	41-21-32-004	43	41-21-32-043	82	41-21-32-082	121	41-21-32-121
5	41-21-32-005	44	41-21-32-044	83	41-21-32-083	122	41-21-32-122
6	41-21-32-006	45	41-21-32-045	84	41-21-32-084	123	41-21-32-123
7	41-21-32-007	46	41-21-32-046	85	41-21-32-085	124	41-21-32-124
8	41-21-32-008	47	41-21-32-047	86	41-21-32-086	125	41-21-32-125
9	41-21-32-009	48	41-21-32-048	87	41-21-32-087	126	41-21-32-126
10	41-21-32-010	49	41-21-32-049	88	41-21-32-088	127	41-21-32-127
11	41-21-32-011	50	41-21-32-050	89	41-21-32-089	128	41-21-32-128
12	41-21-32-012	51	41-21-32-051	90	41-21-32-090	129	41-21-32-129
13	41-21-32-013	52	41-21-32-052	91	41-21-32-091	130	41-21-32-130
14	41-21-32-014	53	41-21-32-053	92	41-21-32-092	131	41-21-32-131
15	41-21-32-015	54	41-21-32-054	93	41-21-32-093		
16	41-21-32-016	55	41-21-32-055	94	41-21-32-094		
17	41-21-32-017	56	41-21-32-056	95	41-21-32-095		
18	41-21-32-018	57	41-21-32-057	96	41-21-32-096		
19	41-21-32-019	58	41-21-32-058	97	41-21-32-097		
20	41-21-32-020	59	41-21-32-059	98	41-21-32-098		
21	41-21-32-021	60	41-21-32-060	99	41-21-32-099		
22	41-21-32-022	61	41-21-32-061	100	41-21-32-100		
23	41-21-32-023	62	41-21-32-062	101	41-21-32-101		
24	41-21-32-024	63	41-21-32-063	102	41-21-32-102		
25	41-21-32-025	64	41-21-32-064	103	41-21-32-103		
26	41-21-32-026	65	41-21-32-065	104	41-21-32-104		
27	41-21-32-027	66	41-21-32-066	105	41-21-32-105		
28	41-21-32-028	67	41-21-32-067	106	41-21-32-106		
29	41-21-32-029	68	41-21-32-068	107	41-21-32-107		
30	41-21-32-030	69	41-21-32-069	108	41-21-32-108		
31	41-21-32-031	70	41-21-32-070	109	41-21-32-109		
32	41-21-32-032	71	41-21-32-071	110	41-21-32-110		
33	41-21-32-033	72	41-21-32-072	111	41-21-32-111		
34	41-21-32-034	73	41-21-32-073	112	41-21-32-112		See next
35	41-21-32-035	74	41-21-32-074	113	41-21-32-113		page
36	41-21-32-036	75	41-21-32-075	114	41-21-32-114		for
37	41-21-32-037	76	41-21-32-076	115	41-21-32-115		Buttercup
38	41-21-32-038	77	41-21-32-077	116	41-21-32-116		Estates

39	41-21-32-039	78	41-21-32-078	117	41-21-32-117	Subdivision
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BUTTERCUP ESTATES SUBDIVISION , as recorded in the office of the Rich County Recorder, TOGETHER WITH ALL COMMON AREAS AND FACILITIES APPURTENANT THERETO.

LOT #	TAX ID #	LOT #	TAX ID #
1	41-29-01-001	30	41-29-01-030
2	41-29-01-002	31	41-29-01-031
3	41-29-01-003	32	41-29-01-032
4	41-29-01-004	33	41-29-01-033
5	41-29-01-005	34	41-29-01-034
6	41-29-01-006	35	41-29-01-035
7	41-29-01-007	36-41	NO SUCH LOTS
8	41-29-01-008	42	41-29-01-042
9	41-29-01-009	43	41-29-01-043
10	41-29-01-010	44	41-29-01-044
11	41-29-01-011	45	41-29-01-045
12	41-29-01-012	46	41-29-01-046
13	41-29-01-013	47	41-29-01-047
14	41-29-01-014	48	41-29-01-048
15	41-29-01-015	49	41-29-01-049
16	41-29-01-016	50	41-29-01-050
17	41-29-01-017	51	41-29-01-051
18	41-29-01-018	52	41-29-01-052
19	41-29-01-019	53	41-29-01-053
20	41-29-01-020	54	41-29-01-054
21	41-29-01-021	55	41-29-01-055
22	41-29-01-022	56	41-29-01-056
23	41-29-01-023	57	41-29-01-057
24	41-29-01-024	58	41-29-01-058
25	41-29-01-025	59	41-29-01-059
26	41-29-01-026	60	41-29-01-060
27	41-29-01-027		
28	41-29-01-028		
29	NO SUCH LOT		

0346

BY-LAWS OF BUTTERCUP ESTATES PROPERTY OWNERS ASSOCIATION, INC.
A Utah Non-Profit Corporation

The Property is described as Buttercup Mobile Home Estates and Buttercup Estates Subdivision as the official plats thereof are recorded in the office of the Rich County Recorder.

1. IDENTITY

These are the By-laws of Buttercup Estates Property Owners Association, duly made and provided for in accordance with the Act. Any term used herein, which is defined in the Declaration to which the Bylaws are appended shall have the meaning ascribed therein.

II. APPLICATION

All present or future owners, tenants, or any other persons who might use the facilities or common areas of Buttercup Estates in any manner are subject to the regulations set forth in these By-laws. The mere acquisition or rental of any of the units or parts thereof, or the mere act of occupancy or use of any of said units or parts thereof or the common areas and facilities will signify that these By-laws are accepted, ratified, and will be complied with by said persons.

III. ADMINISTRATION

1. Place of Meetings. Meetings of the Association shall be held at such place within the State of Utah as the management committee may specify in the notice, except as herein otherwise specified.
2. Annual Meetings. Annual meetings shall be held on the second Saturday of June each year provided that the management committee may by resolution fix the date of the annual meeting on such date or at such other place as the management committee may deem appropriate.
3. Special Meetings. Special meetings of the Association may be called at any time by the management committee or by any unit owners who collectively hold at least thirty percent of the total vote. Such meeting shall be held on the project or such other place as the management committee may specify and the notice thereof shall state the date, time and matters to be considered.
4. Notices. Written, printed or electronic notice stating the place, day and hour of all meetings of the association and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten days before the date of

the meeting, either personally, by e-mail or by mail to each unit owner. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the association, with postage thereon prepaid.

5. Quorum. At the meeting of the association, the owners of more than fifty percent in the aggregate of interest in the undivided ownership of the common areas and facilities shall constitute a quorum for any and all purposes. In the event a quorum of Lot Owners is not present at a meeting of the association, the Management Committee may adjourn and reconvene the meeting in not less than 24 hours and not more than 30 days, with no additional notice required other than a verbal announcement at the original meeting. The presence in person or by proxy of 25% of the Lot owners at the reconvened meeting will constitute a quorum. At any such adjourned meeting, any transaction that might have been transacted at the originally scheduled meeting may be transacted at the reconvened meeting.

6. Voting. When a quorum is present at any meeting, the vote of owners representing more than fifty percent of the undivided interest present at the meeting either in person or represented by proxy, shall decide any question of business brought before such meeting, including the election of the management committee, unless the question is one upon which, by express provision of the declaration or these By-Laws, a greater vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast either in person, by email or by proxy. All proxies shall be in writing, and in the case of proxies for the annual meeting, they shall be delivered to the secretary at least five days prior to said annual meeting. Proxies for special owners' meetings must be of record with the secretary at least two days prior to said special meeting.

7. Waivers of Notice. Any owner may at any time waive any notice required to be given under these By-Laws, or by statute or otherwise. The presence of an owner in person at any meeting of the owners shall be deemed such waiver.

IV. MANAGEMENT COMMITTEE

1. Purpose of Powers. The business, property and affairs of the project shall be managed and governed by the management committee, which for purposes of the Utah Nonprofit Corporation and Cooperative Association Act shall be the same as the "Governing Board" as used in said Act.
2. Election. The management committee shall be elected as provided in the Declaration.
3. Vacancies. Vacancies on the management committee shall be filled as provided in the Declaration.
4. Regular Meetings. A regular annual meeting of the management committee shall be held immediately after the adjournment of each annual meeting of the owners. Regular meetings, other than the annual meeting, shall or may be held at regular intervals at such places and at such times as either the President or the management committee may from time to time designate.
5. Special meetings. Special meetings of the management committee shall be held whenever called by the President, Vice President, or by two or more members of the committee. By unanimous consent of the management committee, special meetings may be held without call or notice at any time or place.
6. Quorum. A quorum for the transaction of business at any meeting of the management committee shall consist of a majority of the members of the management committee then in office.
7. Compensation. Members of the management committee as such, shall not receive any stated salary or compensation, provided that nothing herein contained shall be construed to preclude any member of the management committee from serving the project in any other capacity and receiving compensation therefor.
8. Waiver of Notice. Before or at any meeting of the management committee, any member thereof, may in writing; waiver notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the management committee at any meeting thereof shall be a waiver of notice by him of the time and place thereof.

9. Adjournments. The management committee may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty days.

10. Removal of Management Committee Members. Any Committee member who fails on three (3) successive meetings to attend Committee meetings (whether regular or special), or who has failed to attend at least 25% of all Committee meetings (whether regular or special) held during any 12-month period, or who is voted out by at least a majority of the lot owners at a regular or special meeting shall automatically forfeit his seat.

V. OFFICERS

1. Designations and Election. The principal officers of the management committee shall be a President, Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by and from the management committee. The management committee may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary or desirable. Such election or appointment shall regularly take place at the first meeting of the management committee immediately following the annual meeting of the unit owners; provided, however, that elections of officers may be held at any other meeting of the management committee.

2. Other Officers. The management committee may appoint such other officers, in addition to the officers hereinabove expressly named, as they shall deem necessary, who shall have authority to perform such duties as may be prescribed from time to time by the management committee.

3. Removal of Officers and Agents. All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of the majority of the then members of the management committee.

4. President. The president shall be the chief executive of the management committee, and shall exercise general supervision over its property and affairs. He shall sign on behalf of the project all conveyances, mortgages and contracts of material importance to its business, and shall do and perform all acts and things, which the

management committee may require of him. He shall preside at all meetings of the owners and the management committee. He shall have all of the general powers and duties which are normally vested in the office of the President of a corporation, including, but not limited to, the power to appoint committees from among the members (or otherwise) from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the project.

5. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the management committee shall appoint some other member thereof to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be prescribed by the management committee.

6. Secretary. The Secretary shall keep the minutes of all meetings of the management committee and of the owners; he shall have charge of the books and papers as the management committee may direct; and shall in general, perform all the duties incident to the office of secretary.

7. Treasurer. The Treasurer shall have the responsibility for the funds and securities of the management committee and shall be responsible for keeping full and accurate accounts of all receipts of all disbursements in books belonging to the management committee. He shall be responsible for the deposit of all monies and all other valuable effects in the name, and to the credit of, the management committee in such depositories as may from time to time be designated by the management committee.

8. Compensation. No compensation shall be paid to the officers for their services as officers. No remuneration shall be paid to an officer for services performed by him for the management committee in any other capacity, unless the management committee shall have unanimously adopted a resolution authorizing such remuneration before the services are undertaken.

VI. ACCOUNTING

1. Books and Accounts. The books and accounts of the management committee shall be kept under the direction of the Treasurer and in accordance with the reasonable standards of accounting procedures.
2. Report. At the close of each accounting year, the treasurer shall cause a report of the books and records of the management committee to be prepared and submitted to the unit owners at or before the annual meeting of the unit owners. Provided, however, that a certified audit by a certified public accountant approved by the unit owners shall be made if owners representing at least seventy five percent of the undivided interest in the common areas and facilities determine to require the same.
3. Inspection of Books. All books and records of the association shall be available at the principal office of the management committee and may be inspected by any owner, or his agent or attorney, for any proper purpose at any reasonable time.

VII. GENERAL RULES

The management committee shall have the power to adopt and establish, by resolution, such building, management and operational rules and regulations as it may deem necessary for the maintenance, operation, management and control of the Buttercup Estates Project, and the management committee may from time to time, by resolution, alter, amend, and repeal such rules and regulations. Owners shall at all times obey such rules and regulations and use their best efforts to see that they are faithfully observed by their lessees and the persons over whom they have or may exercise control or supervision, it being clearly understood that such rules and regulations shall apply and be binding upon all owners of the project.

VIII AMENDMENT OF THE BY-LAWS

These By-Laws may be altered or amended in the same manner and subject to the same conditions as apply with respect to amendment of the Declaration.

IX. OPERATION AND MAINTENANCE OF PROJECT

The management committee shall be responsible for the maintenance, control, operation and management of the Buttercup Estates Project in

established and submitted, these By-Laws and such rules and regulations as the association of lot owners may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the association of owners.

BUTTERCUP ESTATES PROPERTY OWNERS ASSOCIATION, INC.

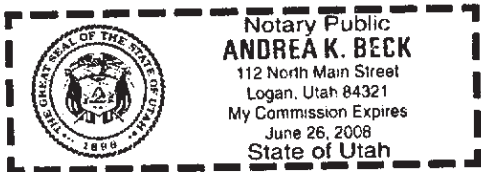
Steve Bilbao
President

ATTEST: Secretary
Barbara Wise

STATE OF UTAH)
COUNTY OF Cache) : ss.

Personally appeared before me Steve Bilbao, the signer of the foregoing Bylaws, who duly acknowledged to me that he executed the same.

DATED THIS 15th day of October, 2007.

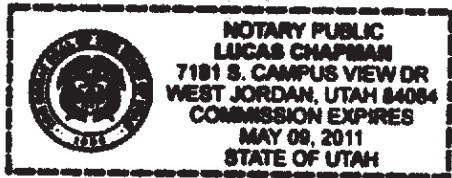


Andrea K Beck
NOTARY PUBLIC

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

Personally appeared before me Barbara Wise, the signer of the foregoing Bylaws, who duly acknowledged to me that she executed the same.

DATED THIS 9th day of October, 2007.



Lucas Chapin
NOTARY PUBLIC