

DECLARATION OF PROTECTIVE COVENANTS
BUTTERCUP FARMS - PLAT 1
A SUBDIVISION IN RICH COUNTY, UTAH

WHEREAS, the undersigned parties are the present owners of all the lots within Buttercup Farms, Plat 1, in Rich County, Utah, and

WHEREAS, it is the desire of said owners to place Protective Covenants upon said lots for the mutual benefit and protection of the present owners and future owners thereof.

NOW, THEREFORE, the following covenants, restrictions, reservations, and requirements are hereby created and declared to be covenants running with the land above-described, and the undersigned owners of said land do hereby declare that the above-described land is to be held and conveyed subject to the covenants, restrictions, reservations and requirements hereinafter provided.

SAID COVENANTS ARE AS FOLLOWS:

A. Subdivision Lots.

1. 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, not to exceed two stories in height, together with such buildings and structures as are ordinarily incidental to a single family dwelling.

2. Minimum ground floor square footage for dwellings shall be seven hundred (700) square feet for a single level dwelling and five hundred fifty (550) square feet for a multiple level dwelling, exclusive of open porches and garages.

3. All structures shall be completed on the exterior within eighteen (18) months from the start of construction including the application of paint, stain or varnish.

4. No dwelling shall be occupied until plumbing and electrical work are substantially completed, including private inside bathroom facilities.

5. All structures must be set back not less than 30 feet from any street line, 10 feet and 14 feet from side lines and 30 feet from the rear, provided, however, that private garages and accessory buildings located at least 10 feet behind the dwelling may have a side and rear yard of one foot if approved by the Architectural Control Committee.

6. No animals or fowl shall be kept or maintained on any lot except dogs and cats or other domesticated household pets..

7. Mobile homes, trailers, temporary houses, tents, and similar structures and vehicles may not be placed on or erected upon any lot except temporary structures may be placed on a lot for use in connection with the construction of permanent structures on said lot during the period of construction only.

8. No fence shall be erected or maintained upon any lot without the written approval of the Architectural Control Committee first given. Application 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 in such a way and in such a location on the lot so as to minimize any detrimental effect it may have on the natural setting of the subdivision.

9. No sewage disposal system shall be constructed on any lot that does not conform to the existing county and state regulations.

B. Use of Lots.

Lots shall be used for residential purposes and purposes normally incident to residential occupancy and any other use including, but not limited to the following shall be prohibited:

1. No commercial trade or business may be conducted on any lot in the subdivision.

2. No advertising signs or structures may be placed on any lot.

3. No obnoxious or offensive or illegal activities or conduct shall be carried on upon any lot nor shall anything be done thereon which shall constitute an unreasonable annoyance or nuisance to occupants of other lots.

4. Owners of occupied or unoccupied lots shall at all times keep and maintain their property in an orderly manner and all rubbish, trash, weeds, debris or garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon. No unregistered vehicle, unless garaged, shall be allowed in the Subdivision.

5. Any dwelling, garage, or other structure which is destroyed or damaged in whole or part by fire, windstorm, or for any other reason, must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness.

C. Architectural Control Committee.

1. All plans and specifications for any structure or improvement in excess of \$500 to be erected on any lot and the proposed location thereof on any lot, the construction material, roofs, and exterior color schemes, and any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing, before any such work is commenced, of the Architectural Control Committee, hereinafter 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. In the event of failure of the declarant to appoint a replacement within two months after any vacancy, then a majority of the then owners of lots in the Subdivision may elect a replacement.

3. There shall be submitted to the committee a building application 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.

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 purposes hereof and provided also that in every instance such variance or adjustment will not materially be detrimental or injurious to the other property or improvements in the vicinity of the subdivision or the development.

D. 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 July, 1997, 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 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 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 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 prevent him or them from so doing and to recover damages or other dues from such violation.

5. 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, 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.

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.

7. The declarant reserves the right to change at any time the bounds and area of any lot owned by it provided such change does not adversely affect the access to any lot sold to a third party, and that such change has been approved and is in accordance with the various county, state, and/or federal regulations controlling this Subdivision.

8. It is anticipated by the subdivider that upon completion of a substantial number of homes in the subdivision area, that said subdivider will provide swimming pool, tennis courts and/or other amenities for use by all of the property owners. Providing said amenities will be at the option of the subdivider and he does not assume any contractual obligation to do so. In the event, however, he exercises his option and provides the facilities, it is agreed that the buyers will form a home owners association to receive the deed to the property upon which improvements are made, and that the home owners association will maintain and keep up the facilities without any cost whatever to the developer. In the event the home owners association fails to do so, the property will revert to the developer.

IN WITNESS WHEREOF, the undersigned have caused this Declaration of Protective Covenants to be executed this 6th day of July A.D. 1977.

/s/ Ronald H. Harrison

/s/ Gayla C. Harrison

STATE OF UTAH)
County of Weber) ss

On the 5th day of July A.D., 1977 Personally appeared before me Ronald H. Harrison and Gayla C. Harrison, the signers of the within instrument, who duly acknowledged to me that they executed the same.

/s/ Thomas F. Miller

NOTARY PUBLIC

SEAL

Residing at:

My Commission expires: 2-2-80

Recorded 22 July 1977 as Filing No. F17,917 in Book V2 at Page 461-464 in the office of the Recorder of Rich County, Utah.