

WHEN RECORDED RETURN TO:

Ford's Incorporated
P.O. Box 1329
Cedar, Utah 84402

ENTRY NO. 232096 DATE 7-1-83 TIME 9:00 AM BOOK A-103 PAGE 57-60
FEE 107.00 RECORDED AT REQUEST OF Ford's Inc.
W. B. Bunker DUCHESNE COUNTY RECORDER

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BANDANNA RANCH - CHUCKWAGON PHASE - WEST
DUCHESNE COUNTY, UTAH

This DECLARATION made this 14 day of June, 1983
by Ford's Finance and Insurance, hereinafter referred to as "Declarant":

WITNESSETH:

WHEREAS, Declarant has deemed it desirable to impose a general plan for the improvement and development of the portion of said tract and all the property described herein and the adoption and establishment of covenants, conditions and restrictions upon said real property and each and every lot and portion thereof and upon the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value and attractiveness of said tract; and

THEREFORE, Declarant hereby covenants, agrees and declares that all of said lots and property above shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are hereby declared to be for the benefit of the whole tract and all the property described herein and the owners thereof their successors and assigns. These covenants, conditions and restrictions shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

ARTICLE 1

DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration Article 1 hereof and are defined as follows:

Section 1. "Lot" shall mean any parcel of property shown as a separate numbered lot on the recorded plat of the subdivision.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract sellers and buyers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 3. "Declarant" shall mean and refer to Ford's Incorporated its successors and assigns.

Section 4. "Deed of Trust" shall mean the conveyance of any lot or other portion of the property to secure the performance of an obligation.

Section 5. "Conveyance" shall mean and refer to conveyance of a fee simple title to any lot.

Section 6. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as hereinafter may be made subject to this Declaration, and excluding any real property that hereafter may be withdrawn from this subdivision pursuant to this Declaration.

Section 7. "Subdivision" shall mean Bandanna Ranch, Chuckwagon - West Lots included are

ARTICLE 11

USE RESTRICTIONS

The general objectives and intent of these covenants, restrictions and conditions is to create and maintain a recreational or residential district characterized by the following: Private drives or radways, which may if desired be protected by private gates; spacious estates; attractive residences; minimum vehicular traffic; and quiet recreational conditions favorable to lot owners enjoyment.

Section 1. Zoning Regulations. The lands within the properties shall never be occupied by or used for any building or purpose or in any manner which is contrary to the zoning regulations applicable thereto.

Section 2. Building Location. No building shall be located on any lot nearer than thirty feet (30) to the front lot line or nearer than thirty feet (30) to the rear lot line, nor nearer than fifteen feet (15) to any side lot line.

Section 3. Building Requirements. No single family dwelling or other structure shall be erected without securing the approval and permits of local and/or state agencies. Those agencies include but are not limited to the following:

- A. Duchesne Building Department
- B. Utah State Health Department
- C. Utah State Division of Water Resources

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Section 5. Temporary Structures. No structure of a temporary character, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence.

Section 6. Overnight Parking and storage of Vehicles. No vehicle of any kind, including but not limited to , automobiles, trucks, buses, tractors, trailers, camping vehicles, boats boat trailers, snowmobiles, vehicles shall be permitted to be parked on any street within the subdivision project.

The storage of any automobiles, trucks buses, tractors, trailers, boats, boat trailers, snowmobiles, two and three wheeled vehicles, shall be kept from the view of the general public and/or vehicular circulation, where practical.

Section 7. Livestock. Animals on a single family lot, five (5) acres, shall be restricted to 2 horses, 2 cows, 2 sheep or any combination of the above but not to exceed the total of the above. No more than two (2) dogs can be kept on the property nor shall the dogs be kept for breeding purposes. The above animals shall be confined in an enclosure, so that the open part of any lot retains a reasonable amount of vegetated cover. Individual owners will be responsible to control their lots so that dust and odor do not become a problem to the property owners.

Section 8. Signs. No signs of any kind shall be displayed to the public view on any lot except legal notices and one professional sign of not more than 2 square feet, one sign of not more than 3 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale.

Section 9. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. No rubbish, trash, papers, junk or debris shall be burned upon any lot except that trash may be burned inside homes that are properly equipped with inside incenerator units.

Section 10. No Business Uses. The lands within the property shall be used exclusively for single family residential living purposes and shall never be occupied or used for any commercial or business purpose.

Section 11. No Re-Subdivision. No five (5) acre lot shall be re-subdivided, and only one single family residence shall be constructed or allowed to remain per lot.

Section 12. Maintenance of Property. All lots and all improvements on any lot shall be kept and maintained by the owner thereof in clean, safe, and attractive condition and good repair.

Section 13. No Hazardous Activities. No activities shall be conducted on any lot and no improvements constructed on any lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any lot, and no open fires shall be lighted or permitted on any lot except in a contained barbecue unit while attended and in use for cooking purposes or within safe and well designated fireplaces, or fire pits.

Section 14. Off Road Vehicles. No automobiles, trucks, motorcycles, trail bikes, snowmobiles, four wheel drive vehicles or vehicles of any kind shall be operated on any of Declarant's property wherever the same may be situated or any place on the subdivision other than on the public roadways or in areas specially designated and marked for off-road vehicle use.

Section 15. Removal of Natural Foliage. No trees, shrubs, bushes or other natural foliage shall be removed except as is absolutely necessary for the ingress and egress and construction of the dwelling and other structures on the lot, except that 10% of the natural foliage may be removed by the lot owner from the uncleared area for construction or for his own use.

ARTICLE III

- GENERAL PROVISIONS -

Section 1. Enforcement. The Declarant, any owner or Duchesne County, Utah, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in parts.

Section 3. Severability. Invalidation of any one of these covenants by judgement of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 4. Amendments. At any time while any provisions, covenant, condition or restriction contained in this Declaration or amendment thereto, is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the ammendment or repeal, executed by owners representing a majority of the lot owners.

Section 5. Withdrawal of Properties. The Declarant shall have the authority to withdraw any lot or lots from the operation of this Declaration, prior to the sale of said lot or lots, so that the said lot or lots shall not thereafter be subject to any of the provisions of this Declaration.

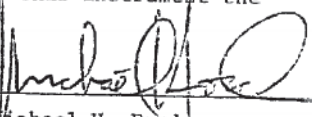
Section 6. Limited Liability. Neither Declarant, his agent, representative or employee of any of the above shall be liable to any party for any action or for failure to act with respect to any matter pertaining to or contemplated by this Declaration.

Section 7. Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained nor the enforcement of any provisions herein, shall defeat or render invalid the lein of any deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure or trustees sale, or otherwise.

Section 8. Singular Includes Plural. Whenever the context of this declaration requires same, the singular will include the plural and the masculine shall include the feminine.

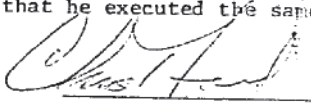
Section 9. Nuisance. The result of every act of omission whereby any provision, condition, restriction, covenant, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity a nuisance, either public or private, shall be applicable against such result, and may be exercised by the Declarant or any lot owner in the subdivision. Such remedy shall be deemed cumulative and not exclusive.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereis above written.

By 
Michael H. Ford
President
Ford's Incorporated

STATE OF UTAH)
)ss.
COUNTY OF Weber

On the 27th day of June, 1983, personally appeared before me _____, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



Notary Public

My commission Expires: 10-8-83

Residing at: _____

