

DECLARATION OF PROTECTIVE  
COVENANTS FOR WILLOW CREEK COUNTRY CLUB ESTATES

THIS DECLARATION is made this 3<sup>RD</sup> day of SEPTEMBER, 1985, by LYNN S. SCOTT and ANN SCOTT, his wife and FRANK BJORN DAL and LINDA BJORN DAL, his wife, (hereinafter referred to as "Declarant").

I. PURPOSE OF COVENANTS.

1.1 Declarant owns property located in Salt Lake County, State of Utah, described on Exhibit "A" attached hereto. The Exhibit "A" Property is referred to as the Willow Creek Country Club Estates.

1.2 It is the intention of Declarant, expressed by their execution of this instrument, that the property described on Exhibit "A" (the Property) be developed and maintained as a highly desirable residential area. It is the purpose of these covenants that the present natural beauty, view and surroundings of the Willow Creek Country Club Estates shall be always protected insofar as it is possible in connection with the uses and structures permitted by this instrument. Declarant hereby declares that the Property and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied and improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of ownership referred to herein and are further declared to be for the benefit of the Property and every part thereof and for the benefit of each owner thereof. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes as the case may be, and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter owning any interest in the Property.

II. DEFINITIONS.

2.1 Declarant: "Declarant" means Lynn S. Scott, Ann Scott, Frank Bjordal and Lynda Bjordal, together with their successors and assigns.

2.2 Property: "Property" means that certain real property located in Salt Lake County, Utah, described on Exhibit "A" attached hereto.

2.3 Building: "Building" means any building constructed on the Property.

2.4 Lot: A "Lot" shall mean any parcel of Property shown as such on the recorded plat of the Subdivision.

2.5 Owner: "Owner" shall mean the owner or owners of any Lot in the Subdivision.

2.6 Development - Subdivision. "Subdivision" or the "Development" shall mean the subdivision located on the Exhibit "A" property subject to this Declaration upon and after recording of the plat thereof and this Declaration in the records of Salt Lake County.

III. WILLOW CREEK COUNTRY CLUB ESTATES ASSOCIATION.

3.1 General Purposes and Powers: The Lot owners shall

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form an unincorporated association or a "not for profit" corporation ("Association") to be governed by trustees (Board of Trustees) and to perform functions as provided in this Declaration and to further the common interests of all owners of Property which may be subject, in whole or in part, to any or all of the provisions, covenants, conditions and restrictions contained in this Declaration. The Association shall be obligated to and shall assume and perform all functions and obligations imposed on it or contemplated for it under this Declaration and any similar functions or obligations imposed on it or contemplated for it under any Amended Declaration with respect to any Property subject to this Declaration. The Association shall have all powers necessary or desirable to effectuate these purposes. It shall not engage in commercial, profit-making activity. Until such time as the Lot owners form an Association, all powers and duties of the Association shall be vested in and rest upon Declarant.

3.2 Membership in Willow Creek Country Club Estates Association: All persons who own any of the Lots in the Subdivision, by whatever means acquired, shall automatically become Members of the Association. Membership in the Association may never be severed from Lot ownership.

#### IV. GENERAL RESTRICTIONS ON ALL PROPERTY.

4.1 Zoning Regulations: No lands within the Development shall ever be occupied or used by or for any Building or purpose or in any manner which is contrary to the zoning regulations applicable thereto validly in force from time to time.

4.2 No Mining, Drilling or Quarrying: No mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock and earth shall ever be permitted on the surface of the Property.

4.3 No Business Uses: The Lots within the Property shall be used exclusively for residential living purposes, such purposes to be confined to approved residential Buildings within the Property. No Lots within the Property shall ever be occupied or used for any commercial or business purposes, provided, however, that nothing in this Paragraph 4.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Lot owned by Declarant or such agent for the location of a sales office, or sales model, or (b) any owner or his duly authorized agent from renting or leasing said owner's residential Building for single family residential uses from time to time, subject to all of the provisions of this Declaration.

4.4 Restriction on Signs: With the exception of a sign no larger than three square feet identifying the architect and a sign of similar dimension identifying the prime contractor to be displayed only during the course of construction, no signs or advertising devices, including but without limitation, signs advertising the Lot or Building for sale or rent and commercial, political, informational or directional signs or devices, shall be erected or maintained on any of the Property, except signs (a) as necessary to identify ownership of the Lot and its address; (b) as necessary to give directions; (c) to advise of rules and regulations; (d) to caution or warn of danger; and (e) as may be required by law.

4.5 Restrictions on Animals: No animals other than ordinary household pets shall be kept or allowed to remain on any of the Property.

4.6 No Resubdivision: No Lot shall be subdivided and

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no Building shall be constructed or allowed to remain on any tract that comprises less than one full Lot.

4.7 Underground Utility Lines: All water, gas, electrical, telephone and other electronic pipes and lines and all other utility lines within the limits of the Property must be buried underground and may not be exposed above the surface of the ground.

4.8 Service Yards: All clothes lines, equipment, service yards or storage piles on any Lot in the Property shall be kept screened by planting or fencing so as to conceal them from the view of neighboring Lots, streets, access roads and areas surrounding the Property.

4.9 Maintenance of Property: All Property and all improvements on any Lot shall be kept and maintained by the owner thereof in clean, safe, attractive and sightly condition and in good repair. Landscaping of a front yard on each Lot must be complete within one year of the time of completion of the Building on the Lot. Where natural vegetation is kept, such natural vegetation must be maintained reasonably free of unsightly weeds and free of trash.

4.10 No Noxious or Offensive Activity: No noxious or offensive activity shall be carried on upon any Property nor shall anything be done or placed on any Property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

4.11 No Hazardous Activities: No activities shall be conducted on any Property and no improvements constructed on any Property 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 Property; and no open fires shall be lighted or permitted on any Property except in a contained barbecue while attended and in use for cooking purposes or within safe and well-designed interior fireplaces.

4.12 No Unsightliness: No unsightliness shall be permitted upon any of the Property. Without limiting the generality of the foregoing, (a) any unsightly structures, facilities, equipment, tools, boats, vehicles (other than automobiles), objects and conditions shall be enclosed within an approved Building or appropriately screened from view, except equipment and tools when in actual use for maintenance or repairs; (b) no trailers, mobile homes, tractors, truck campers or trucks other than pickup trucks shall be kept or permitted to remain upon the Property; (c) no vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned upon any of the Property unless appropriately screened from view; (d) no lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials, weeds or scrap shall be kept, stored or allowed to grow or accumulate on any of the Property; (e) refuse, garbage and trash shall be placed and kept at all times in a covered container and such container shall be kept within an enclosed structure or appropriately screened from view; (f) hanging, drying or airing of clothing or household fabrics shall not be permitted within Buildings or on Lots if visible from Buildings, Lots or areas surrounding the Property. Violation of this section or other restrictive sections of this Declaration shall allow the Association to correct the violation at the expense of the owner and if such cost is not paid by the Owner a lien upon the applicable Lot can be placed and foreclosed under Articles VII and VIII hereof.

4.13 No Annoying Lights, Sounds or Odors: No light shall be emitted from any Lot or Property which is unreasonably

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bright or causes unreasonable glare; no sound shall be emitted from any Lot or Property which is unreasonably loud or annoying, including, but without limitation, speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively to protect any of the Property or Buildings; and no odors shall be emitted from any Lot or Property which are noxious or offensive to others.

4.14 No Cesspools or Septic Tanks: No cesspools or septic tanks shall be permitted on any Property. Any other type of sewage disposal system shall be installed only after approval by the Board of Trustees and all governmental health authorities having jurisdiction.

4.15 Slopes or Terraces: All slopes or terraces on any Lot shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining property. Development in each lot shall be at least fifteen (15) feet beyond the toe of the slopes outlined on the Subdivision plat as the Slope Line unless engineered to Salt Lake County standards for proper slope retention.

4.16 Ingress and Egress: No ingress or egress to properties designated hereunder shall be permitted for use of any person or vehicle except through designated gateways and roadways, unless authorized in writing by the Board of Trustees. Any such authorization shall become null and void if the security of said area is diminished. However, Declarant, its successors or assigns, reserves the right to maintain and use or convey the right to use established easements and rights-of-way.

4.17 Landscaping Control: Each Owner shall maintain his Lot in an attractive and safe manner so as not to detract from the community. Natural vegetation shall not be disturbed until commencement of construction and then only as required for construction and approved landscaping.

4.18 Maintenance of Entrance Ways: Commencing at the time of occupancy or completion of the dwelling, each Owner of adjacent Lots shall be responsible to maintain in an attractive manner any special landscaping emplaced at street entrances or locations by the Declarant or the Association. Such maintenance shall include watering and weeding of planting areas. The Association shall be responsible for maintenance of signs and special lighting, if any.

4.19 Building and Landscaping Time Restrictions: The construction of all structures shall proceed diligently upon commencement and shall be completed within a period of eighteen months following commencement of construction. The front yard of each Lot shall be landscaped within a period of one (1) year following completion or occupancy of the dwelling. Areas covered with natural foliage will be considered landscaped so long as unsightly weeds are controlled. Any Owners possessing vacant lots shall be responsible for keeping such lots clean in appearance and free from all refuse and potential fire hazards. No vacant lot shall be used for storage of any kind except during the construction period.

4.20 Failure to Remove Rubbish or Comply: Upon failure or neglect of any Owner to remove rubbish, trash, weeds or unsightly debris from his lot or to otherwise comply with these covenants within 10 days after written notice to remove such or to comply has been mailed to him by the Association, the Association may cause the same to be removed or the Property to be brought into compliance and the Lot Owner shall be responsible for the reasonable expenses of such removal or compliance. Failure to pay such expenses shall result in a special charge against the Lot Owner's account and may result in a lien against

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AMENDMENT TO THE PROTECTIVE COVENANTS FOR WILLOW CREEK  
COUNTRY CLUB ESTATES:

said Lot as outlined in Articles VII and VIII of these Covenants.

4.21 Erosion Control. Each owner of a Lot shall be responsible to insure that no erosion or water drainage shall take place on his Lot which may adversely affect neighboring properties and/or roads.

4.22 Disturbance of Hillsides. Any disturbance of hillsides beyond the Slope Line as shown on the Subdivision Plat shall be done in accordance with the requirement of the Salt Lake County Building Inspection Department. Grading plans, retaining walls and revegetation shall be approved by the Salt Lake County Building Inspection Department, or in accordance with a pre-approved plan obtained by Declarant.

4.23 Rules and Regulations: No Owner shall violate the rules and regulations for the use of the Lots as adopted from time to time by the Association. No such rules or regulations shall be established which violate the intention or provisions of this Declaration or which shall unreasonably restrict the use of any Lot by the Owner thereof.

V. RESTRICTIONS ON LOTS.

5.1 Number and Location of Buildings: No Buildings or structures shall be placed, erected, altered or permitted to remain on any Lot other than one single-family dwelling house, and one garage together with related non-residential structures and improvements. Each Lot must be improved with a garage with at least a two-car capacity at the time of construction of the dwelling house on the Lot.

5.2 Residence Floor Area: The residence structure which may be constructed on a Lot in the Property shall have a minimum living floor area, exclusive of garage, balconies, porches and patios of 1,800 finished square feet for a one floor structure (not including basement) and a minimum of 1,200 square feet per floor for split entry and for a two story home (not including basement).

5.3 Dwelling House to be Constructed First: No garage or other structure shall be constructed on any Lot until after commencement of construction of the dwelling house on the same Lot except as otherwise specifically permitted by the Board of Trustees. All construction and alteration work shall be prosecuted diligently, and each Building, structure, or improvement which is commenced on any Lot shall be entirely completed within 18 months after commencement of construction.

5.4 Setbacks: Unless specifically authorized hereunder, all Buildings and structures on all Lots shall be set back at least 30 feet from the center of the street right of way and within the permissible side lot requirements of Salt Lake County.

5.5 Height Limitations: No building or structure shall be placed, erected, altered or permitted to remain on any Lot, which exceeds a height of 28 feet measured vertically from the average finished grade elevation of the foundation of such building or structure. In all events building height must comply with applicable zoning ordinances.

5.6 Towers and Antennae: No towers, and no exposed or outside radio, television or other electronic antennae, with the exception of normal television receiving antennae, shall be allowed or permitted to remain on any Lot.

5.7 Used or Temporary Structures: No used or pre-

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viously erected or temporary house or structure and no house trailer, log home, mobile home, camper or non-permanent out-building shall ever be placed, erected, or allowed to remain on any Lot except during construction periods, and no dwelling house shall be occupied in any manner prior to its completion and the issuance of a certificate of occupancy.

5.8 Fences: It is the general intention that fencing if installed on the Property have a continuity of appearance in keeping with the setting and surroundings of the Property.

5.9 Flashings and Roof Gutters: Flashing or roof gutters or other metal fittings on the exterior of Buildings shall be painted to match adjacent materials on Buildings.

#### VI. ENFORCEMENT.

6.1 Enforcement and Remedies: The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Amended Declaration shall be enforceable by Declarant or by any Owner of a Lot subject to this Declaration by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Amended Declaration with respect to a person or entity or property of a person or entity other than the Association or Declarant shall be enforceable by Declarant or the Association by a proceeding for a prohibitive or mandatory injunction. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

6.2 Protection of Encumbrances: No violation or breach of any provision, restriction, covenant or condition contained in this Declaration or any Amended Declaration and no action to enforce the same shall defeat or render invalid the lien of any first mortgage or deed of trust taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or breach, or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such first mortgage or deed of trust. Any such purchaser shall, however, take subject to this Declaration and any Amended Declaration except only that non-continuing violations or breaches which occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors and assigns.

6.3 Limited Liability: Neither Declarant, the Association, the Board of Trustees of the Association, nor any member, agent or employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

#### VII. COVENANT FOR MAINTENANCE ASSESSMENTS.

7.1 Creation of the Lien and Personal Obligation of Assessments: Each Owner, by acceptance of a real estate contract or deed for a Lot, whether or not it shall be so expressed in any such contract or deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided and (3) expenses incurred by the Association pursuant to Sections 4.12 and 4.20 hereof. The regular and special assessments and expenses together with such interest thereon

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and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment or charge together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment or charge fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them. No membership may be transferred to a subsequent lot owner until all due charges, assessments, interest and penalty charges have been paid in full.

7.2 Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, security and welfare of the members of the Association and, in particular, for the improvement and maintenance of the private roadways, water and sewer systems and facilities devoted to these purposes and related to the use and enjoyment of the Owners, including specifically, security personnel and gatekeepers if utilized.

7.3 Regular Assessments: The amount and time of payment of regular assessments shall be determined by the Board of Trustees of the Association pursuant to the By-Laws of said Association after giving due consideration to the current costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every Owner, and the due date for the payment of same shall be set forth in said notice.

7.4 Special Assessments for Capital Improvements: In addition to the regular assessments, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement relating to water, sewer or roadways, provided that any such assessment shall have the assent of two-thirds of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days in advance of the meeting, setting forth the purpose of the meeting.

7.5 Uniform Rate of Assessment: Both regular and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis.

7.6 Date of Commencement of Regular Assessments and Fixing Thereof: The regular assessments provided for herein shall commence as to each Lot on the first day of the month following the purchase of each Lot from Declarant, whether for cash or on contract, or with seller provided financing. Monthly, quarterly or annual assessments will be payable at times determined by the Board of Trustees of the Association.

7.7 Certificate of Payment: The Association shall, upon demand, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified Lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

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VIII. NON-PAYMENT OF ASSESSMENTS OR CHARGES.

8.1 Delinquency: Any assessment or charge provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment or charge not paid within ten (10) days after its due date, the Association may, at its election, require the owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$100.00 for each delinquent assessment or charge. If any such assessment or charge is not paid within ten (10) days after the due date, the assessment or charge shall also bear interest from the due date at the rate of 18% per annum, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Section 8.2 hereof, to foreclose the lien (provided for in Section 7.1 hereof) against the Lot, and there shall be added to the amount of such assessment or charge the late charge, the interest and the costs of preparing and filing the notices and complaint in such action, and in the event a judgment is obtained, such judgment shall include said late charge, interest and a reasonable attorney's fee, together with the costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosure against such Owner or other Owners for the collection of such delinquent assessment or charge.

8.2 Notice of Lien: No action shall be brought to foreclose said assessment or charge lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, addressed to the Owner of said Lot and such notice recorded in the Salt Lake County property records.

8.3 Foreclosure Sale: Any such foreclosure and subsequent sale provided for above is to be conducted in accordance with the laws of the State of Utah relating to liens, mortgages, or deeds of trust. If conducted pursuant to the laws relating to deeds of trust, the Association may appoint as trustee any title company or attorney qualified to act as trustee under Utah law. The Association, through its duly authorized agents, shall have the power to bid on the lot at foreclosure or trustee's sale, and to acquire and hold, lease, mortgage and convey the same.

8.4 Curing of Default: Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee to be determined by the Association, but not to exceed \$100.00, to cover the costs of preparing and filing or recording such release, plus the payment of such other costs, interest or fees as shall have been incurred.

8.5 Cumulative Remedies: The assessment or charge lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments and charges as above provided.

8.6 Subordination of Assessment and Charge Liens: If any Lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a first mortgage or first deed of trust: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such first deed of trust; and (2)

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the foreclosure of the lien of a first deed of trust or the acceptance of a deed in lieu of foreclosure of the first deed of trust shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have occurred up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the first deed of trust, with the foreclosure-purchaser or deed-in-lieu-grantee taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

#### IX. DUTIES AND POWERS OF THE ASSOCIATION.

9.1 Duties and Powers: In addition to the duties and powers which may be enumerated in the Articles of Incorporation and/or By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Maintain and otherwise manage or provide for the maintenance of all of the roadway easement areas as shown on the subdivision plat and all facilities, improvements and landscaping thereon, including but not limited to the private streets and pathways, street fixtures, any guard house at the entrance to the properties and all other property acquired by the Association, and maintain all water and sewer improvements located outside lot lines or serving more than one lot to the extent not maintained by the entity furnishing water and sewerage services to the subdivision.

(b) Maintain street entrance ways and pedestrian pathways and maintain street signs and special lighting which may be placed by the Association. Watering and weeding of planting areas shall be the responsibility of Lot Owners as specified in Article IV.

(c) Pay any real and personal property taxes and other charges assessed against any roadway easement or equipment thereon if assessed separate from Lots.

(d) Maintain such policy or policies of insurance as the Board of Trustees of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members.

(e) Have the authority to employ if required a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent during the period of Declarant's control of the Association shall provide for the right of the Association to terminate the same by two-thirds majority vote at an annual meeting of the members of the Association.

(f) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Trustees of the Association.

#### X. EASEMENTS.

10.1 Rights and Duties: The rights and duties of the Owners of Lots with respect to sanitary sewer and water, electricity, gas and telephone and Cable Television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer connections and/or water connections or electricity, gas or telephone and Cable

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Television lines or drainage facilities are installed with connections, lines or facilities, or any portion thereof located in or upon the roadway easement or other easements shown on the Subdivision plat, the Association and the Owners of any Lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the property or to have utility companies enter upon the property in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary, subject to the obligation to repair any damage done so as to leave the surface area in the same condition as found, as near as is reasonably possible.

(b) Wherever sanitary sewer connections and/or water connections or electricity, gas or telephone or Cable Television lines or drainage facilities are installed within the properties, which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot.

10.2 Easements Reserved: Easements over the Lots and common area properties for the installation and maintenance of electric, telephone, Cable Television, water, gas and sanitary sewer lines, private streets, private pathways, drainage facilities, and street entrance ways as shown on the recorded Subdivision plat, or other documents of record, are hereby reserved by Declarant, together with the right to grant and transfer the same for the use and benefit of the members of the Association or any adjacent land owner that Declarant may have or acquire an obligation to provide easement access. Any grant to such a party shall be subject to that party complying with any non-discriminatory rules and regulations established by the Association for use of the easement.

10.3 Security: Easements for the purpose of installing and maintaining the security of any fencing surrounding the Property are hereby reserved by Declarant, together with the right to grant and transfer the same.

#### XI. PRIVATE ROADWAYS AND PATHWAYS.

11.1 On the Subdivision plat there is set forth a certain forty foot wide easement which easement includes within its boundaries the private roadway of the Development. The portions of the reserved property covered with hard surface or asphalt shall be restricted to vehicle use. The portions of the reserved area not hard surfaced shall be available for pedestrian and jogger use. The hard-surfaced roadway of the Development is or will be constructed to a minimum hard surfaced width of twenty-four feet. The main lines for water and sewer shall be located in this easement and shall be owned and maintained by all lot owners as set forth herein. Each Owner of each Lot in the Development covenants and agrees that the above standards in some respects do not meet the minimum standards of Salt Lake County, Utah for publicly dedicated roadway. Likewise, each owner of each Lot in the Development understands that the roadway is not and shall not be dedicated as a public roadway but will remain a private roadway for the use and benefit of the owners of Lots in the Development. Each Lot Owner covenants and agrees on behalf of himself and his successors and assigns that no public dedication of the private roadway shall be sought. Should, for any reason, a public dedication of the private roadway be required, each Lot Owner understands and agrees that no such dedication is allowable without the specific approval of Salt Lake County and without the improving of the private roadway at the cost and expense of the Lot Owners in the Development to meet the minimum

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requirements of Salt Lake County for publicly dedicated roadways. As long as roads, water and sewerage services in the subdivision are private no claim shall be made upon or service be expected from Salt Lake County or the entities furnishing water and sewerage services by the Declarant, their heirs or assigns for public services such as maintenance of water and sewer lines, street maintenance, garbage collection, snow removal or the like.

11.2 The expense of maintaining, improving, plowing and cleaning the private roadway, and related easement area shall be a common expense of the Association in the manner set forth in this Declaration.

## XII. GENERAL PROVISIONS.

12.1 Duration of Declaration: Any provision, covenant, condition or restriction contained in the Declaration or any Amended Declaration which is subject to the common law rule sometimes referred to as the rule against perpetuities, shall continue and remain in full force and effect for the period of 60 years from the date of recordation of this Declaration or until this Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions, covenants, conditions and restrictions contained in the Declaration or any Amended Declaration shall continue and remain in full force and effect until January 1, 2060 A.D., provided, however, that unless at least one year prior to said time of expiration, there is recorded an instrument directing the termination of the Declaration, executed by the Owners of all of the Lots then subject to this Declaration, said other provisions, covenants, conditions and restrictions shall continue automatically for an additional ten years and thereafter for successive periods of ten years unless, at least one year prior to expiration of any such extended period of duration, this Declaration is terminated by recorded instrument directing termination signed by the Owners of all of the Lots then subject to this Declaration as aforesaid.

12.2 Amendment or Revocation: At any time while any provision, covenant, condition or restriction contained in this Declaration or any Amended Declaration is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal, executed by the Owners of all of the Lots then subject to this Declaration. No such amendment or repeal shall be effective with respect to the holder or successor or assign of the holder of a first mortgage or first deed of trust recorded prior to recording of the instrument specifying the amendment or repeal unless such holder executes the said instrument.

12.3 Severability: Invalidity or unenforceability of any provision of this Declaration or any Amended Declaration in whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of this Declaration.

12.4 Captions: The captions and headings in this instrument are for convenience only and shall not be considered in construing any provision, restriction, covenant or condition contained in this Declaration.

12.5 No Waiver: Failure to enforce any provision, restriction, covenant or condition in this Declaration or in any Supplemental or Amended Declaration shall not operate as a waiver of any such provision, restriction, covenant or condition or of any other provision, restriction, covenant or condition.

12.6 Construction: The provisions of this Declaration shall be liberally construed to effectuate its purpose of

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creating a uniform plan for the development of a residential community or tract and for the maintenance of common recreational facilities and common areas and streets.

12.7 Nuisance: The result of every act or omission, whereby any provision, condition, restriction, covenant, easement 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 against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association, or any other land owner in the tracts. Such remedy shall be deemed cumulative and not exclusive.

IN WITNESS WHEREOF, Willow Creek Country Club Estates has executed this Declaration the day and year first above written.

WILLOW CREEK COUNTRY CLUB  
ESTATES, a Utah Partnership

By [Signature]  
Lynn S. Scott, Partner

By [Signature]  
Ann Scott, Partner

By [Signature]  
Frank Bjorndal, Partner

By [Signature]  
Lynda Bjorndal, Partner

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

On the 3<sup>rd</sup> day of September, 1985, personally appeared before me Lynn S. Scott, who being by me duly sworn did say that he is a Partner in Willow Creek Country Club Estates, a Utah Partnership, and that he executed the within and foregoing Declaration of Protective Covenants for Willow Creek Country Club Estates on behalf of said partnership.

[Signature]  
Notary Public  
Residing at:

My commission expires:  
June 22, 1989

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

On the 3<sup>rd</sup> day of September, 1985, personally appeared before me Ann Scott, who being by me duly sworn did say that she is a Partner in the Willow Creek Country Club Estates, a Utah Partnership, and that she executed the within and foregoing Declaration of Protective Covenants for Willow Creek Country Club



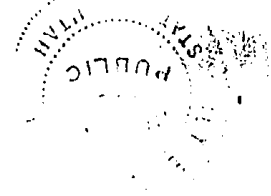
BOOK 5687  
PAGE 657

Estates on behalf of said partnership.

[Signature]  
Notary Public  
Residing at:

My commission expires:

June 22, 1989



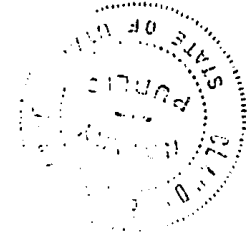
STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

On the 3<sup>rd</sup> day of Sept, 1985 personally appeared before me Frank BJORNDAL, who, being by me duly sworn did say that he is a Partner in Willow Creek Country Club Estates, a Utah Partnership, and that he executed the within and foregoing Declaration of Protective Covenants for Willow Creek Country Club Estates on behalf of said partnership.

[Signature]  
Notary Public  
Residing at:

My commission expires:

3/4/88



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

On the 3<sup>rd</sup> day of Sept, 1985 personally appeared before me Lynda BJORNDAL, who being by me duly sworn did say that she is a Partner in the Willow Creek Country Club Estates, a Utah Partnership, and that she executed the within and foregoing Declaration of Protective Covenants for Willow Creek Country Club Estates on behalf of said partnership.

[Signature]  
Notary Public  
Residing at:

My commission expires:

3/4/88



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EXHIBIT A  
LEGAL DESCRIPTION FOR WILLOW CREEK COUNTRY CLUB ESTATES:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,, AND RUNNING THENCE NORTH 0 DEGREES 12 MINUTES 55 SECONDS WEST 144.61 FEET; THENCE NORTH 61 DEGREES 05 MINUTES 00 SECONDS WEST 180.84 FEET; THENCE NORTH 57 DEGREES 21 MINUTES 41 SECONDS EAST 83.00 FEET; THENCE NORTH 35 DEGREES 47 MINUTES 54 SECONDS EAST 72.50 FEET; THENCE NORTH 50 DEGREES 23 MINUTES 12 SECONDS WEST 77.00 FEET; THENCE SOUTH 55 DEGREES 15 MINUTES 00 SECONDS WEST 130.00 FEET TO A POINT ON THE SOUTHERLY LINE OF CREEK ROAD, SAID POINT ALSO BEING ON A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS NORTH 38 DEGREES 32 MINUTES 16 SECONDS WEST 540.00 FEET THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE AND SAID ARC OF SAID CURVE 79.75 FEET TO A POINT OF TANGENCY; THENCE NORTH 47 DEGREES 00 MINUTES 00 SECONDS WEST 7.00 FEET TO A POINT OF A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 47 DEGREES 00 MINUTES 00 SECONDS EAST 467.00 FEET; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE AND ARC OF SAID CURVE 334.18 FEET TO A POINT OF TANGENCY; THENCE NORTH 84 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTHERLY LINE 120.25 FEET TO A POINT OF A 533.00 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY ALONG SAID SOUTHERLY LINE AND ARC OF SAID CURVE 264.76 FEET; THENCE SOUTH 35 DEGREES 45 MINUTES 00 SECONDS EAST 23.91 FEET TO A POINT OF A 369.20 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 240.03 FEET; THENCE SOUTH 6 DEGREES 00 MINUTES 00 SECONDS WEST 45.00 FEET; THENCE SOUTH 22 DEGREES 00 MINUTES 00 SECONDS EAST 175.00 FEET THENCE NORTH 87 DEGREES 00 MINUTES 00 SECONDS EAST 232.00 FEET; THENCE NORTH 31 DEGREES 30 MINUTES 00 SECONDS EAST 80 FEET THENCE SOUTH 68 DEGREES 30 MINUTES 00 SECONDS EAST 167.02 FEET; THENCE SOUTH 77 DEGREES 30 MINUTES 00 SECONDS EAST 135.00 FEET; THENCE SOUTH 0 DEGREES 03 MINUTES 42 SECONDS WEST 245.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 24 SECONDS WEST 66.05 FEET; THENCE SOUTH 175.04 FEET; THENCE NORTH 68 DEGREES 21 MINUTES 00 SECONDS WEST 142.11 FEET; THENCE NORTH 76 DEGREES 03 MINUTES 00 SECONDS WEST 115.04 FEET; THENCE NORTH 83 DEGREES 45 MINUTES 00 SECONDS WEST 115.04 FEET; THENCE NORTH 88 DEGREES 45 MINUTES 00 SECONDS WEST 102.50 FEET; THENCE NORTH 80 DEGREES 40 MINUTES 00 SECONDS WEST 100.02 FEET; THENCE NORTH 75 DEGREES 36 MINUTES 54 SECONDS WEST 314.67 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 24 SECONDS WEST 394.41 FEET TO THE POINT OF BEGINNING. SAID LEGAL BEING PROPOSED PLAT OF WILLOW CREEK COUNTRY CLUB ESTATES.

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SAC 1/1/03  
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SALT LAKE COUNTY,  
UTAH

PATRICIA N. BROWN