

The Willows of Holladay
A Planned Unit Development Subdivision
6005 South Highland Drive
Salt Lake City, Utah 84121

**The enclosed Covenants, Conditions, Restrictions and Guidelines are designed to enable
each Homeowner to live,
as desired and in harmony with their neighbors and the environment**

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**THIS BOOKLET IS PUBLISHED BY
THE WILLOWS OF HOLLADAY ASSOCIATION
NOVEMBER 2023**

To the Willows of Holladay Homeowners:

The provisions of this declaration, these Covenants, Conditions, Restrictions and Guidelines should be liberally construed to effectuate the purpose of creating a uniform plan for the operation of **The Willows of Holladay**, a Gated Unit Development Subdivision and to enable each homeowner to live as desired and in harmony with their neighbors and the environment.

MAINTENANCE FEES (DUES) are due on the first of each month. Checks are to be made payable to The Willows of Holladay, 6056 Oslo Bay, Salt Lake City, Utah 84121.

When a homeowner is out of town, provisions for payment must be made in advance to avoid a past due payment fee. The late fee is **\$25.00** if payment is received *after the 10th of the month.*

Homeowners may choose to pay three or six months, or a full year's maintenance in advance. When doing so, please provide three, six or twelve separate post-dated checks. This method of payment will assist with the accounting procedure. Checks must be post-dated for the months they cover.

If a homeowner plans to sell or lease his/her home, it is important that the Willows of Holladay Homeowners Association Board (HOA Board) is informed. When the transaction is completed, this publication should be left in the home for the new homeowner/resident's information. The HOA Board or their representative(s) will meet with the new Owner(s) to welcome them to the neighborhood and answer any questions they may have. The ***Homeowner*** is responsible for the monthly maintenance fee (Dues).

Strict adherence to the Covenants, Conditions, Restrictions and Guidelines of this Declaration submitted herewith shall be enforceable by the Association. Failure of an Owner or resident to comply with any of the same shall be grounds for action and shall constitute a fine or lien on the Owner's respective lot.

All obligations of an Owner under and by virtue of the provisions contained in these Covenants, Conditions and Restrictions, or these Guidelines shall continue, notwithstanding that the Owner may be leasing, renting, or selling on the contract Owner's lot. The Owner of a lot shall have no obligation for expenses or other obligations accruing after he/she conveys title to such lot.

Thank you.

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&Rs)
FOR THE WILLOWS OF HOLLADAY
(A PLANNED UNIT DEVELOPMENT SUBDIVISION)**

The declaration of Covenants, Conditions, and Restrictions (*the "Declaration"*) was made and executed on the 14th day of November 2023, by Willows of Holladay, L.L.C., a Utah limited liability company.

RECITALS:

Description of Land: The planned unit development subdivision (*the "Project"*) that is the subject of this declaration is situated in and upon certain real property (*the "Subject Land"*) located in Salt Lake County, as specifically described in Exhibit "A" attached hereto and incorporated herein by this reference. Declarant has prepared and has recorded in the County Recorder for Salt Lake County, State of Utah, a plat for The Willows of Holladay, a residential planned unit development subdivision (*the "Plat"*), which Plat was recorded December 24, 1997, as Entry Number: 6822156, in Book 97-12P, on page 366. There are 41 Lots in the project, as shown on the Plat.

Association and Bylaws: The Willows of Holladay Homeowner's Association, Inc. (*the "Association"*) has been created concurrently herewith by filing Articles of Incorporation therefor with the Utah Division of Corporations and Commercial Code. The Association shall henceforth be the governing body of the Project subject hereto and shall operate in accordance with these Covenants, Conditions, Restrictions and Guidelines.

Intent and Purpose: Declarant intends by recording this Declaration and the plat to submit the Subject Land and all improvements situated upon the Subject Land to the applicable ordinances and statutes of Salt Lake County (*collectively the "Code"*) and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of all Lots within said project on the owner's behalf.

**ARTICLE 1
DEFINITIONS:**

Defined Terms: Unless the content clearly indicates otherwise, certain terms as used in the declaration shall have the meanings set forth in this article 1.

"Association" shall mean The Willows of Holladay Homeowners Association (HOA), Inc., a Utah non-profit corporation, organized to be the Association referred to herein.

"HOA Board" shall mean designated Owners elected by the Association to manage the affairs of the Association.

"Common Areas" shall mean all of the subject land except all Lots, including without limiting the generality of the foregoing, all streets, recreation areas, and other areas specifically

shown on the Plat as Common Areas, together with all equipment, facilities, fixtures, and other personal property and real property improvements located thereon and/or owned by the Association for the use and benefit of all Owners, including without limiting the generality of the foregoing, all street, curb, and gutter improvements, pools, spas, playgrounds, sports courts, basketball courts, trees, bushes, and other landscaping, and all equipment, fixtures, facilities, and other personal property and real property improvements hereafter purchased in accordance with this Declaration with monies from the Common Expense Fund. The Common Areas shall be managed and controlled by the Association for the common use and enjoyment of the Owners/tenants as more fully described in this declaration.

“Common Expense Fund” shall mean the fund created pursuant to the provisions of Article IX of this Declaration and into which all funds of the Association shall be deposited.

“Declaration” shall mean Covenants, Conditions, Restrictions and Guidelines.

“Lot” shall mean each individual parcel of real property shown on the Plat as a Lot, together with all improvements located thereon and all appearances thereunto appertaining.

“Manager” shall mean the person, firm or company, if any, designated from time-to-time by the Association to manage, in whole or in part, the affairs of the Association and the Project.

“Member” shall mean a member of the Association.

“Mortgage” shall mean any Mortgage, deed of trust, or other security instrument by which a Lot or any part thereof is encumbered.

“Mortgagee” shall mean:

- a. Any person named as the Mortgagee of beneficiary under and Mortgage, or:
- b. Any successor to the interest of such person under such Mortgage.

“Owner” shall mean any person or entity or combination thereof, at any time owning a Lot within the Project, as shown on the records of Salt Lake County, State of Utah. The term “Owner” shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or entity purchasing a Lot under contract until such contract is fully performed and legal title conveyed.

“Plat” shall mean the Plat for The Willows of Holladay, a residential planned unit development, as recorded in the office of the County Recorder for Salt Lake County, State of Utah, on December 24, 1997, as Entry Number: 6822156, in Book 97-12P, on page 366.

“Project” shall mean all Lots and all Common Areas, collectively.

“Subject Land” shall mean land upon which the Project is situated, as more particularly described in Paragraph “Description of Land” of the recitals above.

“Total Votes of the Association” shall mean the total number of votes appertaining to the Lots in the Project, as shown on Exhibit “B” attached hereto.

ARTICLE II DIVISION OF PROJECT:

2.1 Submission to Code. All the subject Land is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as a planned unit development (PUD) subdivision to be known as The Willows of Holladay. All of said subject land is and shall be subject to the Covenants, Conditions, Restrictions, Guidelines, easements, uses, limitations, and obligations set forth herein and, in the Plat, each and all of which are declared and agreed to be for the benefit of the Project and in furtherance of a plan for improvement of said property and division thereof into Lots. Further, each and all the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Association, its successors and assigns, and any person acquiring, leasing, or owning an interest in any Lot, their lessees, heirs, executors, administrators, devisees, successors and assigns.

2.2 Subdivision into Lots. Pursuant to the Plat, the Subject Land is divided into Lots as more particularly described on the Plat. The Owner of each Lot, regardless of the size, purchase price or location of the lot, shall have an equal undivided interest in, and right to use, the Common Areas. The original declarant, with the original recordation of this Declaration, hereby quitclaimed all its right, titles and interests in and to all of the Common Areas, as more particularly shown on the Plat, without warranty, to the Association, to be held and administered in accordance with the provisions of this Declaration.

2.3 Easements. The Association, its successors and assigns, shall have a transferable easement over and on the Common Areas, including roads providing ingress and egress to the Project, for the purpose of doing all things reasonably necessary and proper for construction, completion, development and sale of the Project.

ARTICLE III IMPROVEMENTS:

3.1 Description of Improvements. The Project consists of 41 lots as shown on the Plat. Each of the Lots shall, when improved, contain one single family residence, which shall be principally constructed of wood frame, brick, stucco, sheetrock interiors and asphalt shingle roofs, and such other materials as allowed by current building codes.

3.2 Description and Legal Status of Lots. The Plat shows the number of each Lot. All Lots shall be capable of being independently owned, encumbered, and conveyed.

3.3 Building Restriction Lines. Shown on the Plat is a line identified thereon as a building restriction line (the “Building Restriction Line”). No house, garage or other improvement, other

than landscaping, sidewalks, driveways, streetlights and curb and gutter improvements, shall be located on any Lot between the Building Restriction Line and the street which abuts the lot. The Association, or any Owner, shall have the right to restrain the Owner of any Lot from violating the restrictions set forth in this section 3.3, and in the event the party seeking to enforce these restrictions prevails in an action in court or otherwise, the Owner attempting to violate the restrictions on the building beyond the Building Restriction Line shall be obligated to pay all of the costs, including reasonable attorney's fees incurred by the party enforcing these restrictions.

3.4 Contents of Exhibit “B”. Exhibit “B” to this Declaration furnishes the following information with respect to each Lot:

- a. The Lot number, and;
- b. The number of votes of the Owner of the Lot as a member of the Association.

**ARTICLE IV
NATURE AND INCIDENTS OF OWNERSHIP**

4.1 Ownership and Maintenance of Lots.

- a. Each Owner shall have the exclusive right to construct, improve, reconstruct and repair the house and other improvements located on his/her Lot. Each Lot, and the improvements located thereon, being the sole and exclusive property of the Owner thereof, shall be maintained and repaired by the Owner and shall be kept in a clean and sanitary condition and in a state of good repair, subject to the right and obligation of the Association to maintain certain portions of the Lot as described in the provisions of Section 4.5 below.
- b. No Owner shall occupy or use his/her Home or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner and the Owner’s family or the Owner’s lessees, immediate family or guests.

4.2 Title. Title to a Lot within the Project may be held or owned by any person or entity, or any combination thereof and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation, joint tenancy or tenancy in common.

4.3 Prohibition Against Subdivision of Lot. No Owner, by deed, Plat or otherwise, shall subdivide or in any manner cause his/her Lot to be subdivided, partitioned or separated into physical tracts or parcels smaller than the whole Lot as shown on the plat.

4.4 Ownership and Use of Common Areas. The Association shall own all Common Areas for the common use and enjoyment of the Owners, and the Association shall have the exclusive right and obligation to manage and maintain all Common Areas, and to repair, replace and reconstruct any existing or new Common Areas. The Owners, pursuant to action taken in accordance with these Covenants, Conditions, Restrictions and Guidelines, may determine from time-to-time,

subject to any required governmental approval, what improvements will be constructed or located on the Common Areas. Each Owner shall have an irrevocable license and easement to use, occupy and enjoy all Common Areas in common with all other Owners. Except as otherwise provided in this Declaration, each Owner shall be entitled to the nonexclusive use of the Common Areas in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any rules or regulations promulgated by the Association. Each Owner will be responsible for an equal share of the taxes, insurance, maintenance and other costs and expenses relating to the Common Areas.

4.5 Maintenance of Landscaping, Sidewalks and Driveways. Owners of each Lot shall be solely responsible for the maintenance, including cleaning, keeping in a sanitary and in a state of good repair and, where necessary, rebuilding of the following areas, structures, improvements or items on or within their respective Lots: areas where a house, any attached patio, any garage, driveway, sidewalk or other cement surface, are located, as well as trees, shrubs and other areas and items not expressly listed as the responsibility of the Association in the following sentence.

The Association maintain, clean, keep in sanitary condition and in a state of good repair and, where necessary, reconstruct the following on or within each Lot; lawns, sprinklers systems, snow removal and common areas; provided, however, that no rebuilding, replacement, repair or material alteration by the Association cost over \$3,000.00 shall take place without the review, approval and consent of the Homeowners Association and in accordance with the provisions of these Covenant, Conditions, Restrictions, and Guidelines adopted by the Association or guidelines or rules established from time-to-time by the Willows of Holladay Board.

Without limiting the generality of the foregoing, the HOA Board shall, through an annual contract, ensure the removal of snow from all driveways and from all sidewalks located in front of houses located on the Lots. Notwithstanding the foregoing to the contrary;

- a. The Association shall not be obligated to remove snow from any sidewalks or patios located to the rear or on the sides of houses located on the Lots;
- b. An Owner may plant and maintain flowers, ground cover and other plants within the planting area of the Lots; provided, however, that the Association may prohibit, remove or alter any such individual gardening if the Association deems such to be inconsistent or out of harmony with the general landscaping of the Project, and;
- c. The Association shall not be obligated to maintain any fences or walls between two Lots; as more fully described in Section 4.6 below.

4.6 Fences and Walls. The Maintained Areas defined in section 4.5 above shall include all fences and walls located in the Project that:

- a. separate the Project from contiguous property not a part of the project (“Perimeter Fences”) or;

- b. that were installed by Declarant upon initial construction of the Project, and which separates more than two Lots, usually in the rear of such Lots (“Rear Fences”). The Maintained Areas shall not include any fences or walls that are constructed (pursuant to rights hereinafter provided for in this Section 4.6) between two Lots, usually between the side yards (“Side Fences”). The Association shall have the exclusive right to construct, locate, maintain, repair, and reconstruct any Perimeter Fences or Rear Fences. Any Perimeter Fences or Rear Fences shall not be removed except with the approval of Owners owning a majority of the Lots in the Project, at a meeting of the Owners duly held in accordance with the provisions of these Covenants, Conditions, Restrictions and Guidelines. No additional fences or walls including any Side Fences, shall be located between any Lots without the approval of the HOA Board. Any fences or walls permitted by the provisions of this section, including Perimeter Fences, Rear Fences and Side Fences, shall be constructed of materials and shall be of such colors, styles, and characteristics, as shall be approved by the HOA Board from time-to-time, with the intent being that the Association will control the construction, maintenance and reconstruction of any fences or walls allowed by the provisions hereof to ensure that they are constructed of similar materials and that they are harmonious with the overall architecture and aesthetics of the Project.

4.7 Inseparability. Title to any part of a Lot within the Project may not be separated from any other part thereof. Every devise, encumbrance, conveyance or other disposition of a Lot, or any part thereof, shall be construed to be a devise, encumbrance, conveyance or other disposition, respectively, of the entire Lot, together with all appurtenant rights created by law or by this Declaration, including appurtenant membership in the Association as hereinafter set forth, and as irrevocable license to use, occupy and enjoy the Common Areas in common with all Owners.

4.8 No Partition. The Common Areas shall be owned by the Association and the Owners, in accordance with the provisions of this Declaration, and no Owner nor the Association may bring any action for partition thereof except as allowed by law.

4.9 Separate Mortgages by Owners. Each Owner shall have the right separately to mortgage or otherwise encumber his/her Lot. No Owner or the Association shall attempt to or shall have the right to separately mortgage or otherwise encumber the Common Areas and Common Facilities or any part thereof except as to the undivided interest therein appurtenant to the Lot. Any mortgage or other encumbrance of any Lot shall be subordinate to all the provisions of this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure or otherwise.

4.10 Separate Taxation. Each Lot and all improvements located thereon shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision thereof, or of any special improvement district or of any other taxing or assessing authority. The Common Areas shall be deemed to be a parcel and shall be assessed separately for all taxes, assessments, or other charges of the State of Utah or of any political subdivision thereof, or of any special improvement district or of any other taxing or assessing authority. All such taxes, assessments and other charges on each respective Lot shall be separately levied

against the Association. No forfeiture or sale of any Lot for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Lot.

4.11 Mechanics' Liens. No labor performed or material furnished for use in connection with any Lot with the consent or at the request of an Owner or his/her agent or contractor shall create any right to file a statement, claim or notice of mechanic's lien against the Lot of any other Owner not expressly consenting to or requesting the same.

4.12 Description of Lot. Every contract for the sale of a Lot and every other instrument affecting title to a Lot within the Project may describe a Lot by its identifying number or symbol as indicated in this Declaration or as shown on the Plat. Such description will be construed to describe the Lot and to incorporate all the rights incident to ownership of a Lot within the Project and all of the limitations on such ownership.

4.13 Non-Exclusive Easements. All streets constituting Common Areas that provide access to public roads outside of the Project shall be easements for the exclusive use of the Owners, their guests, occupants, lessees, and invitees.

4.14 Mortgages and Liens on Common Areas. The Association shall not attempt or shall it have the right to mortgage or otherwise encumber the Common Areas or any part thereof. No labor performed or material furnished for use in connection with the Common Areas shall create any right to file a statement, claim or notice of mechanic's lien against the Common Areas.

**ARTICLE V
EASEMENTS**

5.1 Easements for Maintenance. The Association shall have the irrevocable right to have access from time-to-time to all Common Areas and to all Maintained Areas during such reasonable hours as may be necessary for the maintenance, cleaning, repair and replacement thereof or for making emergency repairs at any time herein necessary to prevent damage to the Common Areas.

5.2 Right to Ingress and Egress. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas as necessary for access to such Owner's Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

5.3 Easements Deemed Created. All conveyances of Lots within the Project hereafter made, whether by the Association or otherwise, shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

5.4 Easements Reserved by the Association. The Association shall have power to grant and convey to any third party easements and rights of way, including but not limited to rights of ingress and egress, in, on, over and under the Common Areas, for the purpose of constructing, erecting, operating and maintaining lines, cables, wires, conduits or other devices for electricity,

cable television, power, telephone and other purposes, public sewers, storm drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes and any similar public or quasi-public improvements or facilities to provide common utility services to the Project.

5.5 Limitation and Right of Access of Roads and Common Areas. All streets constituting Common Areas that provide access to public roads outside The Willows of Holladay development shall be easements for the exclusive use of the Homeowners and their guests.

- a. The public sidewalks and streets shall not be obstructed or used for any purpose other than ingress and egress from each residence.
- b. No automobiles, bicycles, trailers, similar vehicles, or other obstructions shall be allowed to park on the sidewalks or lawns. No vehicle shall be parked on any portion of the sidewalk. All vehicles must be parked in the street or driveway.
- c. No vehicles belonging to a homeowner or to a member of the family, or guest shall be parked in such a manner to impede or prevent another owner's right of way.

ARTICLE VI RESTRICTIONS ON USE

6.1 Residential Uses Only. Each Lot contained in the Project is intended to be used for single-family residential housing and is restricted to such use. No Lot shall be used for business or commercial activity; provided, however, that nothing herein shall be deemed to prevent any Owner or his/her duly authorized agent from freely renting or leasing his/her Lot from time-to-time subject to the provisions of Section 6.11.

6.2 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on, in or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a nuisance or may cause embarrassment, disturbance or annoyance to Owners. No activities shall be conducted, or improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.

6.3 Restriction on Recreational Vehicles. No boats, trailers, recreational vehicles, trucks, commercial vehicles or inoperable vehicles belonging to Owners or other residents of the Project shall be parked or stored in or upon any of the Common Areas, except in such portions of the Common Areas, if any, as the Association may specify, and subject to such rules and regulations as the Association may from time-to-time promulgate.

6.4 Restriction on Signs. Except as may be temporarily necessary to caution or warn of danger, and except for temporary signs, reasonable in size, design and location, for the sale of a Lot by an Owner thereof, no signs or advertising devices of any nature including without limitation commercial, informational or directional signs or devices, shall be erected or maintained on any portion of the Project without the prior inspection and written approval of the Association. If the Association consents to the erection of any such signs or devices, the same shall be promptly removed at the request of the Association.

6.5 No Structural Alterations. No Owner shall, without the prior written consent of the Association, make or permit to be made any structural alteration, improvement, or addition, including without limitation any fences, walls, or patios, to the exterior of the house located on his/her Lot, or to Maintained Areas on his/her Lot, without the prior written consent of the HOA Board, which consent may be granted or withheld is the HOA Board's sole discretion. Notwithstanding the foregoing, the HOA Board will reasonably grant permission for installation by an Owner of a satellite dish that is reasonably located, and which does not exceed two feet in diameter. No Owner shall, without written consent of the HOA Board, do any act that would impair the safety of property or impair any easement appurtenant to the Project.

6.6 No Obstructions. There shall be no obstruction of the Common Areas by any Owner. Except with the prior written consent of the HOA Board, Owners shall neither store nor leave any of their property in the Common Areas. Specifically, without limiting the generality of the foregoing, no vehicles of any kind may be parked at any time on any of the Common Areas, which include without limitation all the streets within the Project.

6.7 Prohibition of Damage and Certain Activities. Except with the prior written consent of the HOA Board, nothing shall be done or kept in or on any Lot, in the Common Areas or in any other part of the Project which may result in cancellation of any insurance on the Project or any part thereof, nor shall anything be done or kept in any Lot which may increase the rate of insurance on the Project or any part hereof over that which the Association, but for such activity, would have to pay. Nothing shall be done or kept in or on any Lot or in the Common Areas or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner, guest or invitee of any Owner, and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from any such damage or waste caused by such Owner, his/her guests, lessees, licensees or invitees.

6.8 Rules and Regulations. The Owners shall comply with all the rules and regulations governing use of the Common Areas, as such rules and regulations may from time-to-time be adopted, amended, or revised by the Association.

6.9 Construction Period Exemption. During the course of actual construction of any structures or improvements which are permitted to be located on the Project, Covenants, Conditions, Restrictions and Guidelines contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided however, that during the course of such construction, nothing shall be done which would result in any violation of any of said Covenants, Conditions, Restrictions and Guidelines following completion of such construction.

6.10 Pets and Animals. No animals or birds of any kind shall be raised, bred or kept in or on any Lot or in the Common Areas, except that domestic dogs and cats, and common household birds, may be kept in or on Lots, subject to rules and regulation adopted by the Association and provided they are not kept, bred or maintained for any commercial purpose and provided further that upon review by the Association of three (3) written complaints from at least two (2) different

Lot Owners of any animal causing or creating a nuisance or disturbance shall be permanently removed from the Project upon twenty (20) days written notice from the Association. No giant breed dogs, such as Great Danes or St. Bernard's may be kept in or on a Lot. Any animal allowed by the preceding portions of this Section 6.10 should be kept primarily indoors and may be present in the front area of any Lot and on the Common Areas only if on a lease held by a person. Furthermore, all animals are required to be vaccinated and licensed in accordance with the local governing authority's laws and must wear identification at all times. The Owner(s) of any animal will keep the rear yard of their Lot free of excess animal waste to prevent odor. The Owner or person in control of any animal that defecates on the front area of any Lot or in any Common Area will immediately clean up the waste.

6.11 No Short-Term Rentals or Leases. Owners may freely rent or lease their Lots provided that such rental or lease period shall not be less than six (6) months in duration.

6.12 Rentals of Room or Basements to Third Parties. Each home in the Willows of Holladay PUD is a single-family residence. Except for immediate family, e.g., parents, children and/or grandchildren, significant others, close friends, relatives or caregivers, no Homeowner may rent out or permit occupancy of all or part of his/her residence to third parties while the Homeowner is occupying the home without a waiver from the HOA Board. Further, when the Homeowner or his/her family is not occupying the home, the home may not be rented to or occupied by more than one family or one third party. The Homeowner and any renter shall be liable to the Association for all damage to Association property caused by the renter. No more than ten percent (10%) of the homes in the Willows of Holladay PUD may be rented by non-occupying Owners without a waiver from the HOA Board. If a renter pays the HOA dues directly to the Association (in addition to rent paid to the Owner), such renter shall enjoy all benefits of membership.

6.13 Approval of Exterior Paint, Trim and Landscape Changes.

- a. Maintaining generally-accepted community standards shall require prior approval by the HOA Board of all changes to exterior paint and trim colors and of material changes to landscaping. Large material changes are defined as the replacement of large areas of grass with xeriscaping. Generally-accepted community standards shall mean exterior paint and trim colors in harmony with the existing, original color scheme.
- b. With respect to landscaping, generally-accepted community standards shall mean grass, xeriscaping (including local-scaping or water-wise landscaping). Replacing grass with rocks, pebbles (no smaller than 1 ½ inches or golf-ball sized), sand, native plants, cactus and/or other plants or decorative features shall be permitted in any part of Owners' yards if Owners yards present a reasonably orderly presentation. Large material changes to yard (xeriscaping from grass) shall require prior approval of the HOA Board. Owners will provide a legible sketch of plans outlining the xeriscape base and large items such as rocks, cactus, etc. The sketch provided does not have to be a professional sketch; hand-sketched plans if legible and easy to understand are permissible.

- c. Weed-blocking material must be used for the prevention of weeds prior to base application. Base should be no less than 3-4 inches deep when applied over weed-block. Drip irrigation will be installed to accommodate any plants that require regular watering. Any modifications to the sprinkler system will be at the Owners expense. The application of any xeriscaping, water-wise, or local-scaping does not obviate the Owner from maintaining a proper appearance. Any unkempt landscaping will be addressed by the HOA Board in the form of letters and possible fines if landscaping is not maintained.
- d. Xeriscaping restrictions:
 - i. No mulch of any kind will be used in the front yard as a ***base*** for xeriscaped yards. Pebbles (no smaller than 1 ½ inches or golf-ball sized, sand, river rocks, or other board approved bases are permissible so long as the base does not create safety hazards to sidewalks or other paths. Safety hazards are defined as overflow of base onto public use areas such as rocks spilled off the yard that may lead to tripping hazards, sand that spilled off the yard that may lead to slipping hazards, etc.
 - ii. Nothing on the list of the Salt Lake County Health Department's 54 Noxious Weeds that are prohibited in the State of Utah shall be permitted. All landscapers licensed to operate in the State of Utah know this list and should NOT carry these weeds or plants.
 - iii. Refer to USU list of some water-wise plants for Utah landscapes.
 - iv. Refer to Central Utah Water District Water-wise Landscaping plan examples.
- e. Each Owner is responsible to maintain, repair, refresh and update the condition and appearance of the exterior of their homes, including stucco, paint, gutters, garage doors, roofs and other visible components. In addition, each Owner shall be responsible for the reasonably orderly presentation of his/her yard. No tools, garbage or other unsightly items shall clutter the lawn, driveway or sidewalk.

ARTICLE VII THE ASSOCIATION

7.1 Membership. Each Owner shall be entitled to and required to be a Member of the Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Lot is held by more than one person, the membership appurtenant to that Lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the Lot is held. An Owner shall be entitled to one membership for each Lot owned by said Owner. Each Lot shall have only one vote appurtenant thereto. Each membership shall be

appurtenant to the Lot to which it relates and shall be transferred automatically by conveyance of that Lot. Ownership of a Lot within the Project cannot be separated from membership in the Association appurtenant thereto, and any device, encumbrance, conveyance or other disposition of a Lot shall be construed to be a device, encumbrance, conveyance or other disposition, respectively, of the Owner's membership in the Association, and the rights appurtenant thereto. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with a transfer of a Lot.

a. HOA Board:

- i. Election.** The members of the HOA Board shall consist of at least seven (7) but not more than nine (9) Owners or resident spouses, elected at annual meetings of the Association as their terms expire.
- ii.** Voting for the HOA Board shall be non-cumulative.
- iii.** With the exception of the office of the president and the president elect, the term of each board member's service shall be for a period of two (2) years. The president shall serve for a period of one year (1) only. Each board member shall serve until his/her successor is elected, or until his/her death, resignation or removal; provided that if any members cease to be an Owner or resident spouse, his/her membership in the HOA Board shall thereupon terminate.

b. Vacancies, resignation and removal.

- i.** Except as to vacancies provided by the removal of members by Owners, vacancies in the HOA Board occurring between annual meetings of the Association shall be filled by the remaining HOA Board members.
- ii.** Any member may resign by giving written notice to the HOA Board.
- iii.** Any member may be removed by the Owners by concurrence of two-thirds (2/3) of the voting power presented at a special meeting of the Association, called for that purpose. The vacancy so created shall be filled by the Association at the same meeting.

- c.** A quorum at HOA Board meetings shall consist of five (5) members. The acts approved by a majority of those present at the meeting at which a quorum is present shall be the acts of the HOA Board except where approval of a greater number of members is required by this Declaration.
- d.** Meetings of the HOA Board may be called, held and conducted in accordance with such regulations as the HOA Board may adopt.

- e. Compensation. All members of the HOA Board shall serve voluntarily without compensation.

7.2 Powers and responsibilities of the HOA Board. The HOA Board shall have all powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things, except as by law or by this Declaration. Powers and responsibilities shall include, but are not limited to the following, subject to the provisions of this Declaration.

- a. To make and collect assessments against the Owners and use the proceeds in the exercise of its powers and duties.
 - i. **Budget.** Adopt an annual budget, determine the amount of common expenses payable by the Owners, and allocate and assess the charges against the Owners pursuant to the percentages set forth in this Declaration.

If said budget proves inadequate for any reason, including nonpayment of any Owner's assessment, which shall be assessed to the Owners in like proportions, unless otherwise provided herein.

Each Owner shall be obligated to pay assessments made pursuant to this paragraph to the HOA Board in equal monthly installments on or before the first day of each month during the fiscal year, or in such other reasonable manner as the HOA Board shall delegate.

- ii. Assessments against Owners pursuant to the annual budget shall be made for the fiscal year annually on or before May 1, preceding the year in which the assessments are made.
- b. The Common Area maintenance, repair, replacement, structural alterations, reconstruction and operation. The Association shall be responsible for the exclusive management and control of all Common Areas and all improvements thereon.
- c. There shall be no structural alterations, capital additions or capital improvements of the Common Areas and Facilities requiring an expenditure in excess of \$3000.00 without the prior approval of Homeowners holding 51% of the total votes.
- d. All goods and services procured by the HOA Board in performing its responsibilities under this section shall be paid for with funds from the Common Expense Fund.
- e. To make reasonable rules and regulations respecting the use, operation and maintenance of the Property.
- f. To enforce by legal means these Covenants, Conditions, Restrictions and Guidelines, and the reasonable rules and regulations covering the use, operation and maintenance of the Property.

- g.** To engage legal and accounting services which are necessary or proper.

7.3 HOA Board. The HOA Board shall consist of seven (7) but not more than nine (9) members upon the majority vote of the existing HOA Board or the majority vote of the Owners at a duly called meeting of the Owners. A quorum requirement is five (5) voting board members.

7.4 Meetings of the Association.

- a.** Annual Meetings of the Owners shall be held within the first three (3) weeks of April, weather permitting, each year at such a reasonable place and at such other reasonable time (not more than 60 days before or after such date) as may be designated by the HOA Board.
- b.** Special Meetings shall be held whenever called by notice of the HOA Board and signed by a majority thereof; and the HOA Board shall call by notice a special meeting upon request of a written request from Owners having one-third (1/3) of the total vote, which request shall specify the matters to be considered at a special meeting except as stated in the notice.
- c.** Notice of all meetings may be served personally, by mail or by email at least 10 days but not more than 20 days prior to such a meeting. Any notice of meeting permitted or required shall be in writing or email, stating the purpose thereof and the time and place, and shall be served on each Owner of record at his/her Home, email or such address as the Owner shall have designated by notice in writing or email to the HOA Board. Mailing or emailing of a notice shall be considered service of notice.
- d.** A quorum at annual Association meetings shall consist of 51% of persons entitled to cast a majority of the total votes. In the event that a quorum is not present at any meeting, the Owners present, through less than a quorum, may adjourn the meeting to a later date and give notice thereof to all Owners; and at that meeting the presence of Owners holding in excess of 30% of the total votes shall constitute a quorum for the transaction of business; but in the event a quorum is not present at the meeting, the Owners present, though less than a quorum, may adjourn the meeting to a later date and give notice thereof to all the owners, and at that meeting, whatever Owners are present shall constitute a quorum.
- e. Voting.** Votes may be cast in person, absentee ballot and/or proxy ballot if Owners cannot attend the meeting. Any recorded owner may designate in writing another resident owner as proxy or agent upon filing the same with the President of the HOA Board or other members prior to the time appointed for any meeting. No owner may vote more than five (5) proxies. Where there is more than one recorded owner of any home, either or any one of them attending any meeting may cast one vote only for all such owners on any one Lot. A vote of the owners present in person, by absentee ballot or proxy is required to elect HOA Board members or to approve any other matter.

- f. The order or business at each annual meeting of the Association shall include:
 - i. The presentation by the HOA Board of an accounting of the common expenses, itemizing receipts and disbursements for the preceding fiscal year, the allocation thereof to each Owner, and the estimated common expense for the coming calendar year. Within 10 days after the annual meeting, said statement shall be delivered to the Owners not present at said meeting.
 - ii. The election of HOA Board members for the forthcoming year as hereinafter provided.
 - iii. The order at all annual association meetings as far as practicable shall be:
 - (1) Calling of the roll.
 - (2) Proof of notice of meeting or waiver or notice.
 - (3) Reading of the minutes.
 - (4) Reports of HOA Board.
 - (5) Election of HOA Board members.
 - (6) Unfinished business.
 - (7) New business.

- g. The fiscal year shall be May 1st.

7.5 Amplification. The provisions of this Article VII may be amplified by the Covenants, Conditions, Restrictions or Guidelines; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration.

ARTICLE VIII CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

8.1 The Common Areas. The Association shall be responsible, as described in Section 4.4, and subject to the rights and duties of the Owners as set forth in this Declaration, for the exclusive management and control of the Common Areas and all improvements thereon. In particular, the Association shall be responsible for the maintenance of the private roads and associated improvements located in the Project. The Association shall also be responsible for maintenance, repair and replacement of all improvements or other materials located upon or used in connection with the Common Areas. The specification of duties of the Association with respect to Common Areas shall not be construed to limit its duties with respect to other Common Areas, as set forth in the first sentence of this Section. All goods and services procured by the Association in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund.

8.2 Manager. The Association may by written contract delegate in whole or in part to a professional Manager such of the Association's duties, responsibilities, functions and powers

hereunder as are properly delegable. The services of any Manager retained by the Association shall be paid for with funds from the Common Expense Fund.

8.3 Miscellaneous Goods and Services. The Association may obtain and pay for the services of such personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project, the enforcement of this Declaration or any other matter. In addition to the foregoing, the Association may acquire and pay for out of the Common Expense Fund water, sewer, garbage collection, electrical, gas and other necessary or desirable utility services for the Common Areas and insurance, bonds and other goods and services common to the Lots.

8.4 Real and Personal Property. The Association may acquire, hold and own real, personal and mixed property of all types for the use or benefit of all the Owners and may dispose of such property by sale or otherwise. The maintenance, repair and replacement of all such property shall be paid for out of the Common Expense Fund and all proceeds from the disposition thereof shall become part of such Fund.

8.5 Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Lots and of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations of Owners arising hereunder, or to obtain damages for noncompliance therewith, as permitted by law. In the event of such judicial action, the Association shall be entitled to recover its costs, including reasonable attorney's fees, from the offending Owner.

8.6 Granting of Easements. The Association may, without the vote or consent of the Owners or of any other person, grant or create, on such terms as it deems advisable, utility, ingress, egress, construction and similar easements over, under, across and through Common Areas.

8.7 Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

8.8 Reserves. The Association shall maintain an adequate reserve fund for maintenance, repairs and replacement of those Common Areas that must be replaced on a periodic basis, and such reserves shall be funded from the monthly assessments described in Article IX below.

ARTICLE IX ASSESSMENTS

9.1 Agreement to Pay Assessments. Owners shall pay to the Association all assessments, both regular and special, made by the Association for the purposes provided in this Declaration. Such assessments shall be fixed, established and collected from time-to-time as provided in this Article IX.

9.2 Regular Assessments. Regular assessments shall be computed and assessed against all Lots in the Project as follows:

a. Common Expenses.

- i. Annual Budget.** On or before the 1st day of December of each year, the Association shall prepare, or cause to be prepared, an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the coming calendar year and considering the general condition of the Project. Each such budget, together with a written statement from the Association outlining a plan of operation for the year in question and justifying in every important particular the estimates made, shall be submitted to the Owners on or before the 15th day of December of each year. Such budget, with any changes therein, shall be adopted by the Owners at each Annual Meeting of the Owners. Said operating budget shall serve as the basis for the schedule or proposed monthly assessment for the annual period for which it is prepared. Said budget shall also constitute a major guideline under which the Association shall operate during such annual period.
- ii. Basis of Annual Budget.** The annual budget shall be based upon the Association's estimates of the cash required to provide for payment of expenses (the "Common Expenses") arising out of or connected with maintenance and operation of the Common Areas and the Maintained Areas. Such actual expenses and estimated expenses may include, among other things, the following: expenses of management; governmental taxes and special assessments; premiums for all insurance that the Association is required or permitted to maintain; repairs and maintenance; wages for Association employees, including fees for a Manager, if any; utility charges; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve; sinking or reserve funds required or allowed herein; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of the Declaration or Code.
- iii. Annual Assessments.** The Association shall establish a regular, equal monthly assessment to be paid by each Owner (the "Common Expense Fund"). The dates and manner of payment shall be determined by the Association. The foregoing method of assessing the Common Expenses to the Owners may be

altered by the Association so long as the method it adopts is consistent with good accounting practice and requires that the portion of Common Expenses borne by each Owner be equal. Each monthly installment of the regular assessment shall bear interest at the rate of one and one-half percent (1½%) per month from the date it becomes due and payable until paid. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Lot for such assessment.

(1) Inadequate Funds. If the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Owner's assessment, the Association may levy additional assessments in accordance with the procedure set forth in Section 9.3 below, except that the vote therein specified shall not be necessary.

9.3 Special Assessments. In addition to the regular assessments authorized by Sections 9.1 and 9.2 above, the Association may levy, at any time and from time-to-time, upon affirmative vote of at least fifty-one percent (51%) of the total votes of the Association, special assessments, payable over such periods of time as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Areas or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Any amounts assessed pursuant hereto shall be apportioned equally among and assessed equally to all Owners. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners. No payment shall be due less than thirty (30) days after such notice shall have been mailed or emailed. All unpaid portions of any special assessment shall bear interest at the rate of one and one-half percent (1½%) per month from the date such portions become due until paid.

9.4 Lien for Assessments. All sums assessed to the Owner of any Lot within the Project pursuant to the provisions of Article IX, together with interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association. To evidence a lien for sums assessed pursuant to this Article IX, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, and a description of the Lot. Such notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the Salt Lake Recorder. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such a lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in the State of Utah. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, including reasonable attorney's fee, and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid in at any foreclosure sale, and to own, lease, mortgage or convey the subject Lot.

9.5 Personal Obligation of Owner. The amount of any regular or special assessment against any Lot shall be the personal obligation of the Owner of such Lot in the Association. Suit to recover a money judgement for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his/her Lot, or by waiving any services or amenities. In the event of any suit to recover a money judgement for unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorney's fees.

9.6 Statement of Account. Upon written request of any Owner, Mortgagee, prospective Mortgagee or prospective purchaser of a Lot and payment of any reasonable assessed, the Association shall issue a written statement setting forth the following:

- a. the amount of the unpaid assessments, if any, with respect to such Lot, and;
- b. the amount of the current regular assessment with respect to such Lot and the date such assessment becomes or became due. Such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.

9.7 Personal Liability of a Purchaser. A purchaser of a Lot shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Lot up to the time of the grant of conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recovery from the seller the amount of each assessment paid by the purchaser for such assessments.

9.8 Assessments Part of Common Expense Fund. All funds received from assessments under this Article IX shall be a part of the Common Expense Fund.

9.9 Amendments of Article. Except as may be necessary to conform to the law, as it may be amended from time-to-time, this Article IX shall not be amended unless the Owners of all Lots in the Project unanimously consent and agree to such amendment by a duly recorded instrument.

ARTICLE X INSURANCE

10.1 Types of Insurance. The Association shall always obtain and keep in full force and effect the following types of insurance coverage, provided by companies licensed to do business in the State of Utah.

- a. **Fire and Casualty Insurance.** A policy or policies of insurance on the Common Areas of the Project in such amounts as shall provide for replacement thereof in the event of damage or destruction from casualty against which such insurance is

customarily maintained by other Projects similar in construction, design and use. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, and such other risks and hazards against which the Association shall deem appropriate to provide insurance protection as to the Common Areas. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such “deductible” provisions as in the Association’s opinion are consistent with good business practice.

- b. Public Liability and Property Damage Insurance.** The Association shall obtain a broad form of comprehensive liability insurance for the Project, in such amounts and in such forms as it deems advisable to provide adequate protection against liability for personal injury, death, and property damage. Coverage shall include without limitation, liability for operation of automobiles on behalf of the Association and all activities in connection with ownership, operation, maintenance and other uses of the Project.
- c. Workers’ Compensation Insurance.** Workers’ compensation and employer’s liability insurance and all other similar insurance with respect to employees of the Association, if any, in the amounts and form now or hereafter required by law.
- d. Fidelity Insurance or Bond.** Fidelity Insurance or a bond in such amounts and in such forms as the Association deems appropriate to cover against dishonesty of employees or the Manager, if any, destruction or disappearance of money or securities, and forgery.

10.2 Forms of Insurance. Insurance coverage on the Project, insofar as possible, shall be in the following form:

- a. Casualty and Flood Hazard Insurance.** Casualty and hazard insurance in a form or forms naming the Association as the insured, as trustee for the Owners, and which policy or policies shall specify the interest of each Owner (Owner’s name and Lot number), and shall contain a standard, noncontributory Mortgagee clause in favor of each Mortgagee which from time-to-time shall give notice to the Association of its Mortgage. The Association shall furnish to each Owner, and to each Mortgagee requesting in writing the same, a certificate of coverage, including an identification of the Owner’s interest.
- b. Public Liability and Property Damage Insurance.** Public liability and property damage insurance which names the Association as the insured, as trustee for each Owner, for the Manager, if any, and which protects each Owner, the Manager, if any, against liability of acts or omissions of any of them in connection with the ownership, operation, maintenance or other use of the Project.

10.3 Additional Coverage. The provision of this Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to

any insurance coverage required by this Declaration in such amounts and in such forms as the Association may from time-to-time deem appropriate.

10.4 Adjustment and Contribution. Exclusive authority to adjust losses under the insurance policies hereafter in force on the Project shall be vested in the Association. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.

10.5 Insurance Carried by Owners. Each Owner is responsible for and may obtain insurance, at his/her own election and expense, providing coverage upon his/her Lot, and all improvements and personal property located thereon, and for general liability coverage, including without limitation, coverage for personal injury, property damage, and such other risks as each Owner may deem appropriate; provided that if the insurer under said policy is the insurer under any policy issued pursuant to Sections 10.1 through 10.3 above, then any insurance policy obtained by an Owner shall provide that it does not diminish the insurance carrier's coverage for liability arising under any of the insurance policies obtained by the Association pursuant to this Article 10.5. The Association shall have no obligation or responsibility to carry insurance on the Lots, or any improvements located on the Lots.

10.6 Review of Insurance. The Association shall review annually the coverage and policy limits of all insurance on the Project and shall adjust the same at its discretion. Such annual review may include an appraisal of the improvements in the Project by a representative of the insurance carrier and carriers providing the policy or policies on the Project, or such other qualified appraisers as the Association may select.

ARTICLE XI DAMAGE OR DESTRUCTION

11.1 Association as Attorney in Fact. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place and stead for the purpose of dealing with the Common Areas of the Project upon their damage or destruction as hereinafter provided. Acceptance by any grantee or any Owner shall constitute an appointment by said grantee of the Association as his/her attorney in fact as herein provided. An attorney in fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or other instrument with respect to the interest of an Owner in the Common Areas which may be necessary or appropriate to execute the powers herein granted.

11.2 Total Destruction. If damage or destruction occurs in or to the Project that is so extensive that every Owner of every Lot in the Project votes not to rebuild, repair or reconstruct the Common Area damaged or destroyed, then in such event and upon written agreement of every Owner, this Declaration shall be terminated, and each Owner shall own his/her Lot, and all Owners together shall own all Common Areas as tenants in common, and there shall be no obligation to repair or reconstruct the damaged portions of the Common Areas. Upon the dissolution of the Project as herein provided, a notice of such shall be filed with the Salt Lake County Recorder, and upon filing of such notice, the following shall occur:

- a. The Common Areas shall be deemed to be owned in common by the Owners as tenants in common on an equal, undivided basis;
- b. Any liens affecting any of the Lots shall remain a lien on the respective Lots, but also shall be deemed to be transferrable, in accordance with the existing priorities, to the undivided interest of the respective Owner in the Common Areas;
- c. If a majority of the Total Votes so elects within ninety (90) day after the damage has occurred, and if allowed by the applicable statutes and ordinances, and all Owners shall join in such dedication; and
- d. If the option described in Section 11.2(c) above is not elected, the Common Areas shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of the insurance on the Project, if any, shall be considered as one fund and shall be divided equally among all the Owners, after first paying out of the respective share of each Owner, to the extent sufficient for such purposes, all liens on the undivided interest in the Project owned by such Owner.

11.3 Partial Destruction. As long as any one Owner of any Lot so elects, upon the damage or destruction of any portion of the Common Areas, the Association shall proceed to repair and reconstruct the Common Areas. The Association shall use insurance proceeds from the insurance it is obligated to carry to accomplish such repairs and reconstruction. In the event insurance proceeds are insufficient to accomplish the repair and reconstruction as required herein, then the Association shall levy a special assessment against all Owners pursuant to the provisions of Article IX above to collect funds necessary to accomplish such repairs and reconstruction.

11.4 Repair or Reconstruction. As soon as practicable after receiving estimates on the cost of repair or reconstruction, the Association shall, if repair or reconstruction is to occur, diligently pursue to completion the repair or reconstruction of that part of the Common Areas damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith.

11.5 Disbursement of Funds for Repair or Reconstruction. If repair or reconstruction is to occur, then the insurance proceeds held by the Association and any amounts received from assessments shall constitute a fund for payment of the costs of such repair and reconstruction. It shall be deemed that the first monies disbursed in payment for the costs of such repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all of the costs of such repair or reconstruction, such balance shall be distributed equally to the Owners.

ARTICLE XII CONDEMNATION

12.1 Condemnation. If at any time or times all or part of the Common Areas shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article 12.1 shall apply. A voluntary sale or conveyance of all or any part of the Common Areas in lieu of condemnation, but under threat of condemnation, shall be deemed to be taken by power of eminent domain.

ARTICLE XIII COMPLIANCE WITH DECLARATION AND BYLAWS

13.1 Compliance. Each Owner shall comply with the provisions of the Covenants, Conditions, Restrictions and Guidelines of the Association, rules and regulations promulgated by the Association, and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time-to-time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association or by an aggrieved Owner.

13.2 Enforcement and Remedies. The obligations, provisions, Covenants, Conditions, Restrictions and Guidelines contained in this Declaration, or in any supplemental or amended Declaration, enforceable against the Association, shall be enforceable by any Owner of a Lot, by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, Covenants, Conditions, Restrictions and Guidelines contained in the Declaration, or in any supplemental or amended Declaration, enforceable against an Owner or any other person, shall be enforceable by the Association by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid.

13.3 Sanctions – Enforcement and Fines. Members of the HOA Board shall implement these guidelines and enforcement by conducting periodic inspections of the neighborhood, recording details or suspected CC&R violations, and reporting the same to the entire HOA Board. Following review of such suspected violation and, when deemed necessary, a follow-up inspection to confirm that a violation exists, the HOA Board shall take the following sequence of actions:

- a. 1st Notice – Friendly Reminder.** The HOA Board shall mail by registered letter a 1st Notice of Violation containing:
 - i.** The date that the property was inspected and found to be in violation.
 - ii.** The specific section of the CC&Rs or Guidelines that references the violation.
 - iii.** Request for prompt (within ten (10) days following the 1st Notice) correction of the violation.

- b. 2nd Notice – Warning/Notice of Possible Fines.** The HOA Board shall mail by registered letter a 2nd Notice of Violation, after a Homeowner has been sent a 1st Notice of Violation, but a subsequent inspection of the property reveals the same offense occurring after the deadline communicated in the 1st Notice of Violation.
- i. Date(s) that the property was inspected and found to be in violation.
 - ii. The specific section of the CC&Rs or Guidelines that references the violation.
 - iii. Due date for correction of the violation (approximately seven (7) days from receipt of 2nd Notice of Violation) and warning that a fine of twenty-five dollars (\$25.00) per week will be assessed thereafter.
 - iv. Explanation that receipt of the 1st Notice of Violation serves as the start of a ninety (90) day probationary period for that violation on that property. If the Owner is cited for the same violation within the probationary period, they will not receive another 1st Notice of Violation; they will receive a further 2nd Notice of Violation and additional fines.
 - v. Due date for HOA Board intervention (approximately fourteen (14) days from receipt of 2nd Notice of Violation) and right to correct the violation at the offending Owner’s expense. (Reference to CC&Rs, Article XIII and pay additional fines).
- c. HOA Rights/Remedy for Uncorrected Violations:**
- i. In accordance with the Willows of Holladay HOA CC&Rs, Article XIII, if after thirty (30) days written notice of violation, the Homeowner has not corrected the violation, the HOA Board reserves the right to enforce correction of the violation, in which case all costs incurred in such enforcement, including a reasonable fee for the HOA Board’s counsel, shall be paid by the Homeowner in breach of the CC&Rs.
 - ii. The HOA Board has the authority to use their discretion to shorten the timeline given to correct gross violations which require immediate attention. The HOA Board may also exercise this authority to make exceptions or grant extensions for correction due to extenuating circumstances for a reasonable amount of time.

ARTICLE XIV MORTGAGEE PROTECTION

14.1 Mortgagee Protection. No breach of any Covenants, Conditions, Restrictions and Guidelines contained herein shall defeat or render invalid the lien of any Mortgage made in good faith and for value; provided, however, that all such Covenants, Conditions, Restrictions and

Guidelines contained herein shall be binding upon an Owner whose title is derived through foreclosure or trustee's sale.

14.2 Prior Liens Relate Only to Individual Lots. All taxes, assessments and charges which may become liens prior to the first Mortgage under local law shall relate only to the individual Lots and not the Project as a whole.

14.3 Mortgage Holder Rights in Event of Foreclosure. Any Mortgagee of a Mortgage of record which obtains title to a Lot by the foreclosure of the Mortgage on the Lot or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments and charges against a Lot which accrued prior to the date of the acquisition of title to such Lot by such acquirer. Any unpaid assessments shall be deemed to be Common Expenses collectable from all Lots in the Project, including the Lot that has been acquired in accordance with the provisions of this Section 14.3.

14.4 Amendment. No provision of this Article XIV shall be amended without the prior written consent of at least two-thirds (2/3rds) of all the Mortgagees as appear on the official records of Salt Lake County, Utah as of the date of such amendment.

ARTICLE XV GENERAL PROVISIONS

15.1 Intent and Purpose. The provisions of this Declaration and any supplemental or amended Declarations shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a planned unit development project. Failure to enforce any Covenants, Conditions, Restrictions, or Guidelines in this Declaration, or in any supplemental or amended Declaration, shall not operate as a waiver of any such Covenants, Conditions, Restrictions or Guidelines, or of any other Covenants, Conditions, Restrictions or Guidelines.

15.2 Construction. The provisions of this Declaration shall be in addition and supplemental to all applicable provisions of law. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The Article and Section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define or otherwise affect the context, meaning or intent of this Declaration or any Covenant, Condition, Restriction or Guideline hereof. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any provision hereof.

15.3 Registration of Mailing Address. Each Owner shall register from time-to-time with the Association his/her current mailing address. All notices or demands intended to be served upon any Owner may be sent by registered U.S. mail, postage prepaid, addressed to the Owner at his/her registered mailing address, or, if no address has been registered, to the Lot of such Owner. All notice or demands intended to be served upon the Association may be sent by first class U.S., registered or certified mail, postage prepaid, addressed to the Association at the

address of its offices as may be furnished to the Owners in writing from time-to-time. Any notice or demand referred to in this Declaration shall be deemed given three (3) days after deposited in the U.S. mail, postage prepaid.

15.4 Audit. Any Owner may at any reasonable time, upon appointment and at his/her own expense, cause an audit or inspection to be made of the books and records maintained by the Association.

15.5 Amendment. Except as otherwise provided herein, the Declaration may be amended if Owners holding at least fifty-one (51%) of the Total Votes of the Association consent and agree to such amendment as a meeting of the Owners duly held in accordance with the provisions of these Covenants, Conditions, Restrictions and Guidelines, which properly approved amendments shall be evidenced by instruments which are duly recorded in the office of the County Recorder for Salt Lake County, State of Utah.

15.6 Effective Date. This Declaration shall take effect upon recording.

15.7 Agent for Service. The person to receive service of process for the Association shall be the then current registered agent of the Association as shown on the records maintained in the office of the Division of Corporations and Commercial Code of the State of Utah.

15.8 Limitation on Association's Liability. The Association shall not be liable for any failure of water service or other utility service to be obtained and paid for by the Association hereunder, or for injury or damage to any person or property caused by the elements or by another Owner or person in the Project, or resulting from electricity, water, rain, snow or ice. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs, maintenance or improvements to the Project or any part thereof, or from any action taken to comply with any law, ordinance or order of a governmental authority.

15.9 Failure of Management Committee to insist on strict performance no waiver. The failure of the Management Committee or Manager, if any, to insist, in any one or more instances, upon the strict performance of any of the Covenants, Conditions, Restrictions or Guidelines of these rules and regulations, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or relinquishment for the future, of such Covenants, Conditions, Restrictions or Guidelines but such Covenants, Conditions, Restrictions or Guidelines shall remain in full force and effect. The receipt by the HOA Board of any assessment from an Owner, with knowledge of the breach of any Covenants, Conditions, Restrictions or Guidelines hereof shall not be deemed a waiver of such breach and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the HOA Board.

15.10 Indemnification. Each member of the HOA Board shall be indemnified by the Owners against all expenses and liabilities including attorney's fees reasonably incurred by or he/she may become involved by reason of his/her being or having been a member of the HOA Board or any settlement thereof, whether or not he/she is a member of the HOA Board at the time such

expenses are incurred, except in such cases wherein the member of the HOA Board is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties; provided that in the event of a settlement the indemnification shall apply only when the HOA Board approves such settlement and reimbursement as being for the best interest of the Association.

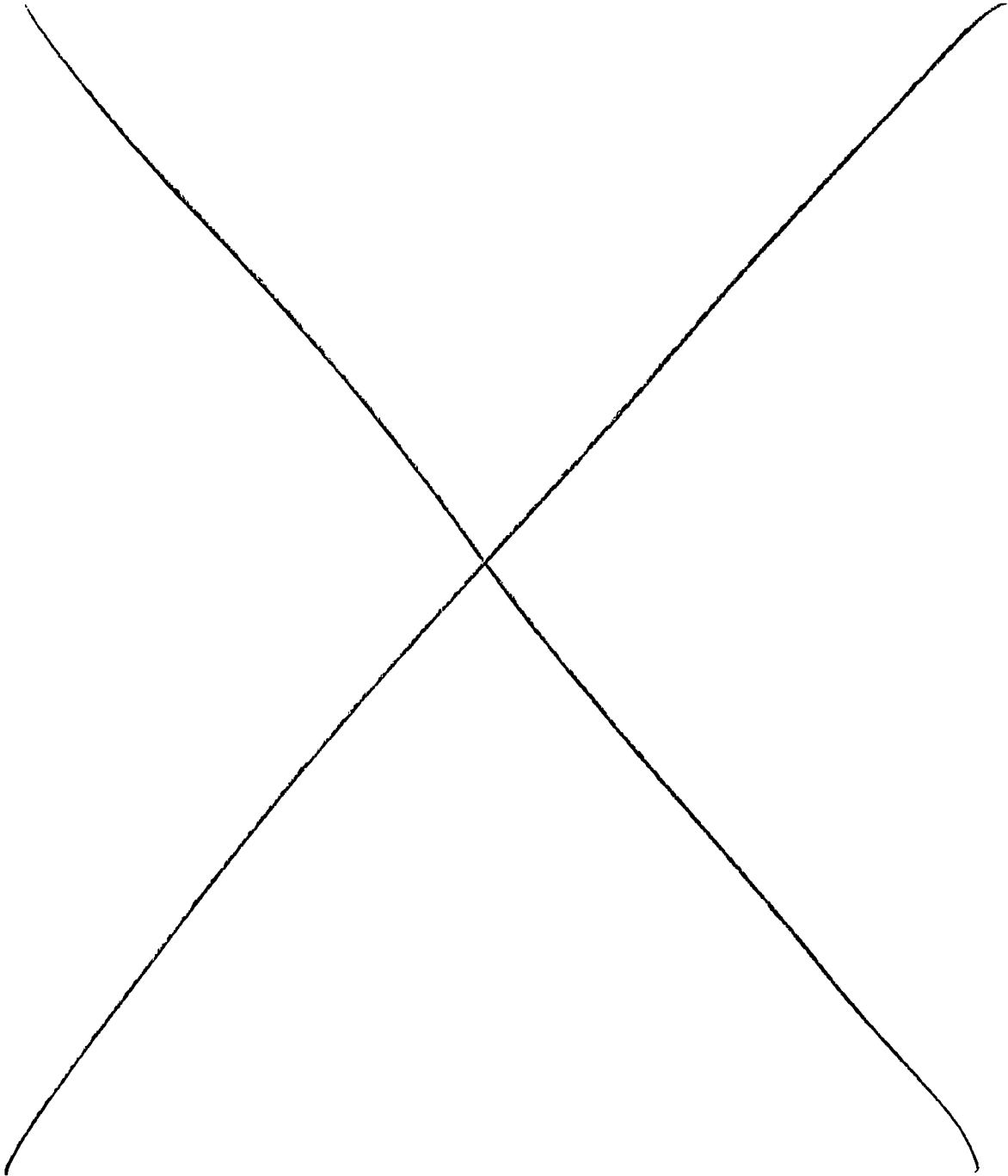
15.11 Owner's Obligation and Defaults.

- a. Each homeowner shall be obligated for annual and special assessments levied by the Association for the common expenses, payable in such a reasonable manner as the HOA Board shall designate.
- b. If any annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior annual assessment.
 - i. **Separate defaults.** Each monthly or other periodic installment of any assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Owners against whom the same are assessed at the time the assessment is made and shall be collectable as such together with any reasonable late charges which have been provided for by the HOA Board and reasonable attorney's fees.
 - ii. **Lien for non-payment.** The amount of any assessment, whether regular or special, assessed to an Owner plus interest at 7%, and costs, including reasonable attorney's fees, shall become a lien upon such Owner's property.
- c. All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he/she may be leasing, renting or selling on contract his/her Lot. The Owner of a Lot shall have no obligations for expenses or other obligations accrued after he conveys title to such Lot.

15.12 Owners' Obligation to Repair.

- a. Each Owner shall have the exclusive right to improve and repair the house located on the Owner's Lot. Each Lot, and the improvements located thereon, being the sole and exclusive property of the Owner thereof, shall be maintained and repaired by the Owner and shall be kept in a clean and sanitary condition and in a state of good repair, subject to the right and obligation of the Association to maintain certain portions of the Lot.
- b. Except for those portions which the Association is required to maintain and repair (if any), each Owner shall at the Owner's expense keep the interior and exterior of his/her home and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition. The Owner shall likewise be responsible for the maintenance, repair and replacement of all electrical fixtures and appliances that may be in or connected to the Owner's Home.

- c. All maintenance, repair, replacement, structural alterations and operation of individual homes shall be the responsibility of the Owner. The exterior and interior surfaces of each home shall be maintained and repaired by and at the sole cost of the particular Owner.



GUIDELINES

1. **Recreational Vehicles:** No boats, trailers, recreational vehicles, trucks or, commercial vehicles or inoperable vehicles, belonging to Owners or other residents of the Willows of Holladay shall be parked or stored in or upon any area of the development except in Owner's driveway for short-term (less than 24 hours) parking to load or unload.
2. **Parking.** Recessed parking areas, off the streets, are provided for guest parking only. Any resident vehicle remaining in guest spaces over 24 hours will be issued one (1) warning notice. If the vehicle is not moved, it will be towed at the Owner's expense. Limited movement of the vehicle to avoid the 24-hour limit will be considered all the same period. On-street parking is permitted during daylight hours, subject to such parking not impeding the right of way of any other Owner or guest. No on-street parking is permitted overnight. No automobiles, bicycles, trailers or similar vehicles shall be parked on any portion of the sidewalks or lawns. The "T" formed at the western end of Innsbruck Way is a Fire Lane and parking is prohibited at any time; vehicles found parked in the Fire Lane will be towed without further notice at the owner's expense. Owners with more than two cars must park all cars on the owner's property. This means utilizing both the garage and the driveway.
3. **Motorcycles.** Motorcycles and Motorbikes belonging to residents or guests are allowed to be operated only between the Owner's Lot and the Willows of Holladay gate, at minimum speed, to exit or enter the development.
4. **Speed Limit.** The speed limit for all vehicles operating within the development is 15 miles per hour. The Association reserves the right to contract the establishment of unannounced "speed traps" by off-duty local Police Officers. In addition to city/state fines for tickets issued by such officers, an additional assessment will be levied on the violator to defer the cost of operating such speed deterrent operations. The assessment for the first offense during a 12-month period is fifty dollars (\$50.00); for the second offense during a 12-month period is one-hundred dollars (\$100.00); for the third and succeeding offenses in a 12-month period is two-hundred dollars (\$200.00).
5. **Garbage.** Garbage will be collected weekly. The cost of garbage collection and recycling will be borne by the Association. Garbage receptacles provided to each home should not be left on the sidewalk, lawn or street after the day of pick-up, but should be stored by the side of the house or garage. Receptacles remaining in front of the Owner's home for over 24 hours will be issued one (1) warning notice. If receptacle(s) are not moved, a twenty-five dollar (\$25.00) fine will be imposed.
6. **Pets:** No animals or birds of any kind shall be raised, bred or kept in or on any Lot or in the Common Areas, except that domestic dogs and cats, and common household birds, may be kept in or on Lots, subject to rules and regulation adopted by the Association and provided they are not kept, bred or maintained for any commercial purpose and provided further that upon review by the Association of three (3) written complaints from at least two (2) different Lot Owners of any animal causing or creating a nuisance or disturbance shall be permanently removed from the development upon twenty (20) days written notice from the Association.

No Giant breed dogs, such as Great Danes or St. Bernard's may be kept in or on a Lot. Any animal allowed by the preceding shall be kept primarily indoors and may be present in the front area of any Lot and on the Common Areas only if on a leash held by a person. Furthermore, all animals are required to be vaccinated and licensed in accordance with the local governing authority's laws and must wear identification at all times. The Owner(s) of any animal will keep the rear yard of their Lot free of excess animal waste to prevent odor. The Owner or person in control of any animal that defecates on the front area of any Lot or in any Common Area will immediately clean up the waste. No pets are allowed to trespass on any Homeowner's property.

7. **Signs.** All signs posted in the development must be preapproved by the HOA Board. "For Sale" signs are neither permitted inside the development nor attached to exterior walls but are permitted in the common area outside the gate.
8. **Rentals.** Owners may freely rent or lease their Lot provided that such rental or lease period shall not be less than six (6) months.
9. **Pool.** The pool is intended for the enjoyment of all Willows of Holladay residents with their family and friends. The conduct of those participating in pool activities must be in keeping with acceptable social behavior. The pool facility must be operated in accordance with Salt Lake City and County Public Health Rules and Regulations. The pool and hot tub will open each season on Memorial Day and close Labor Day, weather conditions permitting. Weather may dictate an earlier or later opening and/or closing. The HOA Board will advise residents via e-mail of planned opening and closing dates. The pool is available seven (7) days a week. Pool hours are 8:00 AM to 10:00 PM (or sundown, whichever comes first). The gate to the pool will be padlocked when the pool is closed. Residents are responsible for returning the pool to its original condition after each use. Except for holidays and weekends, one day of each week will be available for private use of the pool by Owners. Requests are handled on a first come, first served basis. Reserved dates and times will be posted at the gate of the pool.
 - a. **Because the pool belongs to all residents, adherence to the following rules is expected:**
 - i. Diapered babies/children are **NEVER** allowed in the pool.
 - ii. Children under the age of 14 will **ALWAYS** be accompanied by an adult.
 - iii. No Owner will "loan" a pool gate key to any non-resident.
 - iv. Non-residents will always be accompanied to the pool by a Willows resident.
 - v. No alcohol or tobacco products are allowed in the enclosed pool area.
 - vi. Pets are **NOT** allowed within the pool area.
 - vii. No one will climb over the fence to gain access to the pool area.

- viii. Everyone that uses the pool will clean-up the pool area prior to their departure. This includes but is not limited to:
 - (1) Cleaning up any trash from your party.
 - (2) Closing of any umbrellas.
 - (3) Putting chairs and tables back to their original configuration.
 - (4) Notifying the HOA pool Point of Contact (POC) of any broken furniture or things that need attention.
- ix. Parties/groups of **8 or more** people will arrange a specified reserved time (Monday – Friday) **NLT one week in advance**. Coordinate with the HOA POC for the Pool. Reservations are not allowed on weekends or holidays. Reserved times will be posted at the pool gate. When the pool is reserved, other residents are not allowed to use the pool.
- x. Pool keys are for residents (including renters) use only. It is the responsibility of the Owner to provide renters with a pool key as well as collecting the key once renter's leases are up. Replacement pool keys are unique and expensive. Homeowners will incur a \$50.00 expense for key replacements.
- xi. Homeowners will **NOT** make duplicates of the pool key for security and safety reasons.
- xii. All pool questions or concerns are to be directed to the HOA Pool POC. It is imperative that the HOA Pool POC be apprised of any issues in the effort to track trend-data.

10. Landscaping. Landscaping services will be contracted by the Association. Services will be provided as follows:

- a. The landscaping contract runs from March-November
- b. Spring and Fall clean-up:
 - i. Consists of raking leaves in front and back yards. Removal of all leaves and trash in flower beds.
 - ii. Cleanout of storm sewers and removal of tree branches.
 - iii. Aeration of front and back yards and common areas.
- c. Weekly Service:

- i. Each week, on a designated day (weather permitting) mowing of front and back yards and common areas.
 - ii. Removal of all yard waste, trimming of walkways, fence lines, garden edges, and sidewalk edges.
 - iii. Blowing all areas clean and treatment of any weeds.
- d. Monthly Service:
 - i. Weeding of all flower beds in front and side of residences, front entrance, and common areas.
 - ii. Fertilizer application to front, back, and side yards.
- e. Quarterly Service:
 - i. Trimming of all shrubs and bushes in front and side of residences and common areas.
- f. Individual contracts:
 - i. Owners may enter into personal contracts between the landscaping company for services beyond the scope of the Association contract. All payments for services outside contracted services are the sole responsibility of the party/parties that engaged in the contract. The Association will have no liability for unpaid services.
- g. Any Owners may elect to be excluded from the landscaping contract at their own expense. There will be no refund of dues if Owner's elect to opt out.
- h. Tree and bush maintenance are the ultimate responsibility of each Owner, including removal of dead trees and bushes. A tree that causes damage to the property of a neighbor will result in the property Owner being responsible for the remediation of damages. As landscaping contracts vary by year due to contract pricing or if another landscaping company bids on and wins the contract, trees may or may not be covered by the contract(s) in question.
- i. There shall be no composting outside of a sealed plastic composting container in order to deter rodent activity.
- j. The Association reserves the right to levy fines on any Owner who fails to maintain their property to generally accepted community standards.

- k. All landscaping questions or concerns are to be addressed to the HOA Landscaping POC only. It is important to keep the HOA Landscaping POC apprised of all issues in the effort to track trend-data.

11. Sprinklers. Sprinkler services will be contracted by the Association. Services will be provided as follows:

- a. Spring start-up no later than (NLT) April 1, which includes the setting of sprinkler control boxes and changing of batteries as needed (homeowners are responsible for providing batteries if needed).
- b. Weekly Service:
 - i. The sprinkler company will coordinate with the HOA Sprinkler POC to compile any issues reported.
 - ii. The sprinkler company will conduct a walk-through of the grounds to identify and repair any obvious issues within the system.
- c. Emergencies: 24/7 response is provided. This is coordinated through the HOA sprinkler POC, not by individual homeowners.
- d. Individual contracts:
 - i. Homeowners may enter into personal contracts between the landscaping company for services beyond the scope of the Association contract. All payments for services outside contracted services are the sole responsibility of the party/parties that engaged in the contract. The Association will have no liability for unpaid services.
- e. The contract for sprinklers will cover repair/replacement of current sprinkler infrastructure unless there was damage caused directly by the homeowner. If Owners wish to change, alter, add new lines, heads, etc. that changes the current layout, it is the responsibility of the Owner to cover those costs and report to the HOA Board so sprinkler layout diagrams can be updated.
- f. All sprinkler questions or concerns are to be addressed to the HOA Sprinkler POC only. It is important to keep the HOA Sprinkler POC apprised of all issues in the effort to track trend-data.

12. Snow Removal.

- a. Snow removal will be contracted by the Association. Services will be provided as follows:

- i. Snow will be removed when snowfall is two (2) inches or greater, as soon as practical after snowfall ceases.
- ii. Roadways will be plowed, and driveways and sidewalks will be shoveled.
- iii. Salt/Ice melt will be applied as appropriate.
- iv. In the event of heavy snowfall, interim removal may take place.
- v. In cases where snowfall does not reach two (2) inches, snowfall removal and/or salt/ice melt application is the responsibility of the Owner.
- vi. North facing houses that accumulate ice throughout the day are responsible for re applying salt/ice melt as needed if the Development has already been salted/ice melted.

b. All snow removal questions or concerns are to be addressed to the HOA Snow Removal POC only. It is important to keep the HOA Snow Removal POC apprised of all issues in the effort to track trend-data.

13. Emergency Contact Information. Each Owner shall register with the Association the name and phone number of a designated person to be notified in case of emergency when the Owner is not available.

14. Compliance. Each Owner shall comply with the provisions of this Declaration, Covenants, Conditions and Restrictions, rules and regulations promulgated by the Association, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time-to-time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association or by an aggrieved Owner.

15. Sanctions. The Association may take action against any Owner to enforce its rules and regulations governing the use of Lots and of the Common Areas. In the event of such action, the Association shall be entitled to recover its costs, including reasonable attorney's fees from the offending Owner.

IN WITNESS WHEREOF, the undersigned Willows of Holladay Board President has executed this Declaration the day and year below written.

Board President:

WILLOWS of HOLLADAY Homeowners Association Inc.

By: *Chris Moulding*
Christopher Moulding, President

State of Utah

County of Salt Lake

The forgoing document was acknowledged before me this 14th day of November 2023, by Christopher Moulding, President, Willows of Holladay Homeowners Association Inc.

STATE OF UTAH
COUNTY OF SALT LAKE
This instrument was acknowledged be for me this 14 day of November, 2023 by CHRISTOPHER MOULDING
In witness whereof, therewith set my hand and official seal,
Michael Holley, NOTARY PUBLIC
COMMISSION EXPIRES: 10-18-25

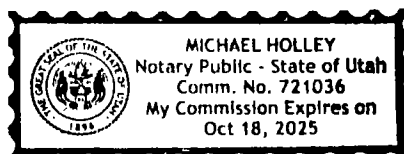


EXHIBIT A

Parcel 22-16-484-022-0000

A parcel of Land located in Salt Lake County, State of Utah, described as follows:

BEGINNING at the point on the West right-of-way of Highland Drive (2000 East Street), sold point being S 87°11'50 W 206.270 feet and S 00°20'50 W 1231.843 feet and N 89°39'10' W 33.000 feet from the East Quarter Corner of Section 16, Township 2 South, Range 1 East, Salt Lake Base & Meridian; thence S 00°20'50' W 125.690 feet along the West right-of-way line of Highland Drive to a point on a 348.585 foot radius curve to the right (center bears N 89°39'10 W), thence Southwesterly 234.034 feet along the arc of said curve; thence S 50°19'00 W 313.493 feet along said right-of-way to a point on a 2376.00 foot radius curve to the left (center bears S 46°02'19 W)' thence Northwesterly 481.609 feet along arc of said curve to a brass cap right-of-way marker; said line being on the North right-of-way of the Van Winkle Expressway (S-160(1)); thence continuing along said Van Winkle Expressway right-of-way N 55°34'30 W 186.927 feet to a fence line and the East line of the Delonn Subdivision, Entry Number 1436509, Book "P", Page 58; thence N 00°50'03' E 99.550 feet along a fence line; thence N 89°38'35' E 175.271 feet, thence S 03°30'00' W 8.799 feet; thence East 36.037 feet; thence South 27.600 feet; thence East 324.341 feet; thence N 00°20'50 E 63.632 feet; thence S 89°30'10' E 303.092 feet to the POINT OF BEGINNING. Contains 41 LOTS ON 5.147 acres.

EXHIBIT B

Parcel Numbers by Lot and Number of Votes Owners have as a Member of the Association

Lot Number	Parcel Number	Total Votes
1	22-16-479-041-0000	1
2	22-16-479-040-0000	1
3	22-16-479-039-0000	1
4	22-16-479-038-0000	1
5	22-16-479-037-0000	1
6	22-16-479-033-0000	1
7	22-16-479-034-0000	1
8	22-16-479-035-0000	1
9	22-16-479-036-0000	1
10	22-16-479-032-0000	1
11	22-16-479-031-0000	1
12	22-16-479-030-0000	1
13	22-16-479-027-0000	1
14	22-16-479-029-0000	1
15	22-16-479-028-0000	1
16	22-16-479-026-0000	1
17	22-16-479-025-0000	1
18	22-16-479-024-0000	1
19	22-16-407-005-0000	0
20	22-16-407-006-0000	0
21	22-16-484-001-0000	1
22	22-16-484-002-0000	1
23	22-16-484-003-0000	1
24	22-16-484-004-0000	1
25	22-16-484-005-0000	1
26	22-16-484-006-0000	1
27	22-16-484-007-0000	1
28	22-16-484-008-0000	1
29	22-16-484-009-0000	1
30	22-16-484-010-0000	1
31	22-16-484-014-0000	1
32	22-16-484-013-0000	1
33	22-16-484-012-0000	1
34	22-16-484-011-0000	1
35	22-16-484-015-0000	1
36	22-16-484-016-0000	1
36	22-16-484-023-0000	0

Lot Number	Parcel Number	Total Vote
36	22-16-484-024-0000	0
37	22-16-484-017-0000	1
38	22-16-484-020-0000	1
39	22-16-484-019-0000	1
40	22-16-484-018-0000	1
41	22-16-484-021-0000	1
19A	22-16-407-007-0000	0
AREA	22-16-484-022-0000	0
Total Association Votes		39