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DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (the "Declaration") is made and entered into as of December 13, 1985 by Pine Crest Associates, Inc., a Utah corporation ("Pine Crest"), and David S. Grow, Steven L. Grow, Stephen R. Nelson, Custodian, Jeffrey R. Burton, Trustee, and A. L. Grow Associates (hereinafter collectively referred to as "Owners") in favor of and for the benefit of the Willowbrook Hill Homeowners Association of the Willowbrook Hill Condominiums of Provo (the "Homeowners Association") and those of the successors and assigns of Pine Crest which now own or during the term hereof may own or hold interests in the Subject Property, as defined below, which is the subject of this Declaration.

WITNESSETH:

WHEREAS, Pine Crest, David S. Grow, Steven L. Grow, Stephen R. Nelson, Custodian, Jeffrey R. Burton, Trustee and A. L. Grow Associates are the owners of or may claim an interest in the real property described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Subject Property"); and

WHEREAS, there have been various claims by the Homeowners Association against Pine Crest with respect to the Willowbrook Hill Condominiums of Provo and the Subject Property; and

WHEREAS, Pine Crest and the Homeowners Association have agreed to resolve, compromise and settle their dispute and said claims; and

WHEREAS, Pine Crest and the Homeowners Association concurrently with execution of this Declaration have made and entered into a Settlement Agreement (the "Settlement Agreement") in settlement of said claims and dispute, which Settlement Agreement provides in paragraph 15 thereof that Pine Crest shall execute and record in the Utah County Recorder's Office a Declaration of Restrictive Covenants affecting the Subject Property and running with the land; and

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WHEREAS, Owners have made and entered into this Declaration to restrict the use of the Subject Property as provided herein as part of the settlement of the aforesaid claims and dispute by and between the Homeowners Association and Pine Crest, and to further provide for the preservation and orderly development of the Subject Property consistent with Phases 1 and 2 of the Willowbrook Hill Condominiums of Provo ("Phase 1" and "Phase 2", respectively) and in keeping with the proper and aesthetic development of the Subject Property for the benefit of all affected parties.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including but not limited to execution by the Homeowners Association of the Settlement Agreement, Owners do hereby impose upon the Subject Property the following covenants, restrictions, charges, equitable servitudes, and easements, which shall run with the land and shall be binding and a burden upon the Subject Property and all portions thereof, and upon any purchaser, grantee, owner or lessee of any portion of or right in the Subject Property and any other person or entity having any right, title or interest therein and upon the respective heirs, legal representatives, executors, administrators, devisees, successors and assigns of any purchaser, grantee, owner or lessee of any portion of the subject property and any other person or entity having any right, title or interest therein, for the term as specified herein.

1. The Subject Property shall be developed for not more than 24 condominium units with each unit having two (2) (but not more than two (2)) designated parking spaces, plus an additional total of not less than six (6) spaces for guest parking.

2. At no time during the term hereof may any of the two designated parking spaces per condominium unit be separated from ownership of the particular condominium unit.

3. The owners or developers of the Subject Property prior to proceeding with any construction upon or improvement of any sort on or to the Subject Property shall

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provide to the Homeowners Association a deposit of at least Five Thousand Dollars (\$5,000.00) to be held by the Homeowners Association during the time of said construction or improvement, so as to insure that said construction or improvement does not unreasonably damage any of the common areas or improvements of Phase 1 or Phase 2.

4. The Subject Property shall be utilized and improved with buildings only as a condominium development, which development shall be known as Phase 3 of Willowbrook Hill Condominiums of Provo ("Phase 3"). The Declaration of Condominium to be filed relating to Phase 3 shall be of the same form as the existing Declaration of Condominium of Willowbrook Hill Condominiums of Provo for Phases 1 and 2 thereof, unless otherwise agreed to in writing by the Homeowners Association. Phase 3 and the owners thereof shall share in all the existing common areas of Phase 1 and Phase 2, provided that the owners of Phase 3 units shall pay their appropriate assessments to the Homeowners Association, based upon and proportional to the square footage of the condominium units as set forth in the Declaration of Condominium for Phase 1 and Phase 2 and the assessments payable to the Homeowners Association with respect thereto. The owners of Phase 3 units, whether or not constructed or sold, shall begin paying Homeowners Association dues and assessments within sixty (60) days from and after the first to occur of the first occupancy or closing of the first sale of any unit in Phase 3.

5. There shall be no subphases of Phase 3.

6. Any owner or developer of Phase 3 shall be bound by the terms of the Settlement Agreement dated as of the date hereof, by and between the Homeowners Association, Pine Crest, David S. Grow, and Steven L. Grow, as such agreement may apply to Phase 3.

7. This Declaration and the covenants, restrictions, charges, equitable servitudes, and easements set forth herein shall be deemed to run with the land and shall pass to and be binding upon Owners' successors in title including any purchaser, grantee,

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owner or lessee of any portion of or right in the Subject Property and any other person or entity having any right, title or interest therein and upon the respective heirs, legal representatives, executors, administrators, devisees, successors and assigns of any purchaser, grantee, owner or lessee of any portion or right in the Subject Property and any other person or entity having any right, title or interest therein.

8. The term of this Declaration shall be for ninety-nine (99) years from and after the date hereof.

9. The provisions hereof shall apply uniformly to the entirety of the Subject Property to establish and carry out a common plan for the use, development and improvement of the Subject Property.

10. In the event of a violation or attempted violation of any of the provisions hereof, the Homeowners Association or any entity succeeding to the functions of the Homeowners Association, or any of the successors and assigns of Owners which now own or during the term hereof may own or hold interests in the Subject Property, may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation, or to recover monetary damages caused by such violation or attempted violation. The provisions hereof are imposed upon and made applicable to the Subject Property and shall run with the land and shall be enforceable against Owners and each purchaser, grantee, owner or lessee of the Subject Property or any portion thereof or interest therein, at any time and from time to time, and the respective heirs, legal representatives, executors, administrators, devisees, successors and assigns of Owners and each such purchaser, grantee, owner or lessee. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. Owners and any other person or entity found or determined to be in violation or attempted violation of any of the

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provisions hereof hereby agrees to pay, indemnify and hold harmless any party properly asserting its rights hereunder from any and all costs, expenses and fees, including all reasonable attorney's fees, which may be incurred by said person in enforcing or attempting to enforce its rights under this Declaration, whether the same shall be enforced by suit or otherwise.

11. Owners shall cause this Declaration of Restrictive Easements to be duly recorded in the records of the Utah County Recorder's Office and such other records as may be appropriate in Utah County, as an encumbrance upon the Subject Property. The provisions hereof shall not be amended, revised or terminated except by an instrument in writing duly executed and recorded by Owners and the Homeowners Association.

12. Owners represent and warrant that they have not executed and will not execute any other agreement or instrument with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event, the requirements of this Declaration are paramount and controlling as to the rights and obligations herein set forth and supercede any other requirements in conflict herewith.

13. The invalidity or unenforceability of any portion or provision of this Declaration shall not affect the validity and enforceability of the remaining portions or provisions of this Declaration.

14. All notices, payments, or other communications authorized or permitted to be given pursuant to this Declaration shall be in writing and shall be deemed given when mailed by certified mail, return receipt requested, to the parties set forth below at the addresses set forth below, or to such other place or places as either party may from time to time designate in writing:

Pine Crest Associates, Inc.
P.O. Box 1669
Provo, Utah 84603

Willowbrook Hill Homeowners Association
of the Willowbrook Hill Condominiums of Provo
P.O. Box 795
Provo, Utah 84603

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Jeffry R. Burton, Trustee
P.O. Box 162
Ogden, Utah 84402

Stephen R. Nelson, Custodian
1868 Corralitos
San Luis Obispo, California 93401

A. L. Grow Associates
Arta L. Grow
c/o Karen Tuomisto
3848 East Mallory
Mesa, Arizona 85205

Steven L. Grow
6587 Parkridge Blvd.
San Diego, California 92120

David S. Grow
Box 1669
Provo, Utah 84603

15. As used herein, the terms "Owners", "Pine Crest" and "Homeowners Association" shall mean and include their respective successors and assigns. This Declaration shall be governed by the laws of the State of Utah.

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IN WITNESS WHEREOF, Pine Crest has caused this Declaration to be signed and sealed as of the day and year first written above.

PINE CREST ASSOCIATES, INC.

By [Signature]
Its President

Attest:

[Signature]
Its ASS'T SECRETARY

(Corporate Seal)

STATE OF UTAH)

: ss

COUNTY OF

On the 19th day of December, 1985, personally appeared before me who, being by me duly sworn, did say, each for himself, that he, the said [Signature] is the president, and he, the said [Signature] is the secretary of [Signature] Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said [Signature] and [Signature] each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of the said corporation.

My Commission Expires:

11-19-88

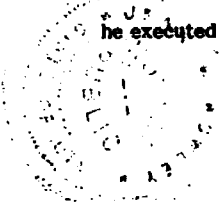
[Signature]
Notary Public
Residing at:
[Signature]

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David S. Grow
David S. Grow

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

On the 5th day of December, 1985, personally appeared before me David S. Grow, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

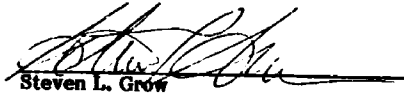


Jean W. Rowley
Notary Public
Residing in Utah County, Utah

My Commission Expires: 4-12-88

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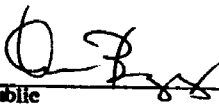
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Steven L. Grow

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On the 5th day of DECEMBER, 1985, personally appeared before me Steven L. Grow, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.




Notary Public
Residing at SAN DIEGO

My Commission Expires: 4/14/86

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BOOK 2579 PAGE 584

Arta L. Grow
Arta Grow

STATE OF ARIZONA)
COUNTY OF Maricopa) ss.

On the 20 day of December, 1985, personally appeared before me Arta Grow, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Vera G. Semper
Notary Public
Residing at 1400 N. Santa Catalina Dr

My Commission Expires: 6-15-89



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A. L. Grow Associates

By: Arta L. Grow
Arta L. Grow

STATE OF ARIZONA)
COUNTY OF Maricopa) ss.

On the 20 day of December, 1985, personally appeared before me Arta L. Grow, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same on behalf of A. L. Grow Associates.

Vera G. Semper
Notary Public
Residing at 1400 N. Salt Chandler Az

My Commission Expires: 6-15-89



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relates to "Declaration
of Restrictive Covenants" dated
Dec. 12, 1985, each page of which has been
executed by Jeffrey R. Burton, as trustee.

Jeffrey R. Burton, Trustee and not
as an individual

STATE OF UTAH)
COUNTY OF WEBER) ss.

On the 12 day of December, 1985, personally appeared before me
Jeffrey R. Burton, ^{TRUSTEE} the signer of the foregoing instrument, who duly acknowledged to me
that he executed the same in his capacity as trustee in trust and not
in his individual capacity.

Earl Schroeder
Notary Public
Residing in Webster County, Utah

My Commission Expires: 12/88

(Pine)

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Stephen R. Nelson, Custodian
 Stephen R. Nelson, Custodian

STATE OF CALIFORNIA)
 : ss.
 COUNTY OF SAN LUIS OBISPO)

On the 13th day of December, 1985, personally appeared before me Stephen R. Nelson, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



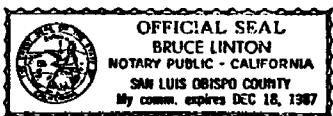
Bruce Linton
 Notary Public
 Residing at San Luis Obispo CA

My Commission Expires: _____

Arta L. Grow
 Arta L. Grow
 A.L. Grow Associates

STATE OF CALIFORNIA
 COUNTY OF SAN LUIS OBISPO

On the 13th day of December, 1985 personally appeared before me Arta L. Grow, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.



Bruce Linton
 Notary Public
 Residing at San Luis Obispo CA

My Commission Expires: _____

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EXHIBIT 'A' - LEGAL DESCRIPTION

Beginning at the most Easterly corner of Willowbrook Hill Condominium, Phase II, on the Westerly Right of Way line of U.S. Highway 89-91 (State Street), which point is East 599.46 feet, South 1154.52 feet, South 30 deg 30'00" East 84.01 feet; and South 35 deg 22'00" East 181.04 feet from the Northwest corner of Section 36, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 35 deg 22'00" East 138.84 feet along said Right of Way line; thence South 6 deg 24'40" West 277.98 feet; thence South 62 deg 24'43" West 62.62 feet; thence South 87 deg 55'19" West 239.33 feet; thence South 65 deg 15'00" West 51.00 feet to the Southeasterly corner of the lands of Mountain Fuel Supply Company; thence along the boundary of said lands of Mountain Fuel Supply Company, North 9 deg 45'00" West 40.00 feet, and South 65 deg 15' West 85.84 feet; thence North 10 deg 56'00" West 38.93 feet; thence North 68 deg 21'00" East 156.90 feet to the most southerly corner of the lands of James Armstrong as shown on the property study plat prepared by Aspen Engineering in April, 1975 (tracing No. X-6883); thence along the westerly boundary of said lands of James Armstrong, North 28 deg 25'00" West 66.00 feet, South 67 deg 31'00" West 9.00 feet, North 28 deg 25'00" West 5.00 feet to the most southerly corner of said Willowbrook Hill Condominium, Phase II; thence along said Condominium project the following courses: North 61 deg 35'00" East 24.03 feet; thence North 75 deg 57'43" East 145.78 feet; thence around a curve to the left 38.38 feet; said curve having a radius of 35.00 feet; thence North 13 deg 08'16" East 186.71 feet; thence North 54 deg 30'00" East 60.75 feet to the point of beginning.

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RECORDED AT THE REQUEST OF

RECORDED AT THE REQUEST OF

ROWLEY LAND TITLE

ROWLEY LAND TITLE

1986 JAN - 8 AM 10: 39

1986 JAN 23 PM 2: 47

NILVA B. REID
UTAH COUNTY RECORDER
DEPUTY
BY *[Signature]*

NILVA B. REID
UTAH COUNTY RECORDER
DEPUTY
BY *[Signature]*