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ACORN HILLS SUBDIVISION
ROAD MAINTENANCE AGREEMENT

APPROVED
Helen Dahle
Helen Dahle

REC'D OF DEP
REF
11/15/80
W. J. ...
W. J. ...

145
KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

AUG 1 12 03 PM '80

We, the undersigned owners of property in the Acorn Hills Subdivision, in consideration of our mutual interest in maintaining the roads therein and thereby insuring convenient access to our property, hereby covenant and agree as follows:

1. This Agreement shall constitute a covenant running with the land and shall be binding upon the parties hereto, their successors, heirs and assigns and all subsequent owners of all or any part of the lots located in the Acorn Hills Subdivision which have a right of access over the roads which have been constructed or will be constructed in the right-of-way which is described in Exhibit A, which is attached hereto and by this reference made a part hereof, together with their grantees, successors, heirs and assigns.

2. The parties agree to join together in the formation of a non-profit corporation to be known as the "Acorn Hills Road Association" and to become members thereof. Membership in the Association shall be thereafter attached to the separate lots owned by the parties hereto and shall be appurtenant thereto, and shall be deemed to be conveyed or encumbered with the property, even though the description in the instrument of conveyance or encumbrance may refer only to the property.

3. The proportionate responsibility of the members of the Association for the expenses of maintenance, as well as their proportional representation for voting purposes shall be as follows:

(a) Owners of lots on which no home has either been constructed or is under construction shall have no responsibility to share in the costs of maintenance and

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shall have no right to participate in voting in meetings of the Association.

(b) Each lot owner on which a home has been constructed or is under construction shall have a responsibility to participate on a proportional basis with other lot owners in the costs of maintenance and shall have one vote in meetings of the Association. Each such lot owner shall have one share.

(c) Any lot on which a duplex is constructed shall have one and one-half times the responsibility for participating in the payment of maintenance costs and one and one-half times the voting strength that it would otherwise have if occupied by a single family residence.

4. Costs of maintenance to be shared by the members of the Association as provided for herein shall include the following:

(a) Snow removal.

(b) Any insurance that the Association decides to obtain.

(c) Maintaining and repairing the asphalt surface of the roads, gutters, retaining walls (landscaped or otherwise), gravel sumps, curbs, drains, erosion control, reflectors, posts, mirrors, signs and all other parts of the road system which now exist or which will be constructed hereafter in the right-of-way described in Appendix A.

5. Members of the Association shall permit other members or persons hired to perform work on the roads to enter their property for the purpose of gaining access to the road or any of the other parts of the road system referred to in paragraph 4(b) hereof. Provided, however, that the repair of any damage to a member's property which is caused by the access provided for herein shall be the responsibility

of the Association.

6. All unpaid assessments for maintenance costs shall, from and after the day that a notice of lien is recorded in the office of the Salt Lake County Recorder reflecting the same, constitute a lien upon the lot of the delinquent member. Such lien may be foreclosed by suit by the Association in like manner as the foreclosure of a mortgage or, at the option of the Association, suit to recover a money judgment may be filed without waiving the lien. In the event that action is taken to collect any unpaid assessments, the delinquent member shall be obligated to pay all costs connected therewith, including a reasonable attorney's fee.

7. Construction of extensions of the existing roads or improvements thereto to provide access to portions of the Acorn Hills Subdivision which are not presently served by an improved, hard-surfaced road system, shall be the responsibility of the developers or lot owners who will be served thereby. The Association shall only have a responsibility to maintain, repair and remove snow from completed, hard-surfaced roads.

8. Maintenance and the removal of snow from roads and driveways which are located within planned unit developments or on individual lots shall be the responsibility of the individual owners thereof and the Association shall have no responsibility therefor.

9. It is anticipated that at some point in time portions or all of the road system located in the right-of-way which is described in Appendix A may be dedicated to either Salt Lake City or County. In the event that this occurs, the costs payable by members of the Association for maintenance of the undedicated portions of the road system will be correspondingly reduced. In the event that dedication of portions or all of the road system to Salt Lake City or

County requires that the roads be upgraded, the matter shall be submitted for consideration to the members of the Association who are entitled to vote and, if approved, by two-thirds of the votes cast on the issue, the costs of upgrading shall be assessed to the members in accordance with the provisions of paragraph 3 hereof. If two-thirds of the members voting on the issue fail to approve the Association's paying for needed upgrading in order to have some portion of the road system accepted for dedication to Salt Lake City or County, individual members of the Association may nevertheless pay these costs themselves if they feel that the benefit to them will be sufficient to justify the expenditure. Any changes to the road system for the purpose of dedicating some portion of it to Salt Lake City or County shall be made in such a way as not to interfere with the use of the balance of the roads or the access of individual property owners to their property.

10. The administration of the Association shall accord with the provisions of the Articles of Incorporation for the Acorn Hills Road Association dated this same date, which said Articles will be filed in the office of the Utah Secretary of State.

11. The Association shall have the power to contract with other persons or entities using portions of the right-of-way described in Appendix A and to agree to jointly share with such other persons or entities some or all of the maintenance responsibilities provided for herein and the costs connected therewith.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of July, 1980.

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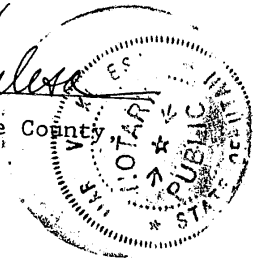
Robert J. Jensen
Walter C. Johnson
-4- agent for Stanley J. and
under power of attorney
dated July 29, 1980, a copy
of which is attached.

Julia R. Goss
John A. Goss
Kath S. Goss
Amy Christensen
Mary Ann Schul
David Burns

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

On the 31st day of July, 1980, personally appeared before me each of the persons whose names appear above and acknowledged to me that they executed the same.

Mary T. Guleva
NOTARY PUBLIC
Residing at Salt Lake County
Utah



My Commission Expires:
11-12-83

DESCRIPTION

Beginning at a point 1505.30 feet North and 673.46 feet East from the Southwest Corner of Section 32, Township 1 North, Range 2 East, Salt Lake Base and Meridian, thence running South 143.99 feet, thence North 67° 23' East 18.01 feet, thence South 22° 37' East 25.60 feet, thence South 16° 11' 34" West 38.5 feet, thence North 73° 48' 26" West 17.98 feet, thence South 16° 11' 34" West 315.70 feet, thence South 40° 00' West 93.76 feet to the point of curve of a 50 foot radius curve to the left, thence Southerly along the arc of said curve 91.58 feet to the point of reverse curve of a 270.0 foot radius curve to the right, thence Southeasterly along the arc of said curve 100.00 feet to the point of tangency, thence South 43° 42' 58" East 77.10 feet to the point of curve of a 50 foot radius curve to the left, thence Easterly and Northerly along the arc of said curve 115.29 feet to the point of reverse curve of a 350 foot radius curve to the right, thence Northerly along the arc of said curve 81.86 feet, thence North 17° 34' 30" East 360.78 feet to the point of curve of a 150 foot radius curve to the right, thence Northeasterly along the arc of said curve 44.79 feet, thence North 34° 41' East 238.40 feet to the point of curve of a 100 foot radius curve to the left, thence Northerly along the arc of said curve 48.32 feet, thence North 7° 00' East 163.30 feet, thence North 71° 01' East 55.62 feet, thence South 7° 00' West 187.66 feet to the point of curve of a 150.0 foot radius curve to the right, thence Southerly along the arc of said curve 72.47 feet, thence South 34° 41' West 238.40 feet to the point of curve of a 100 foot radius curve to the left, thence Southwesterly along the arc of said curve 29.86 feet, thence South 17° 34' 30" West 360.78 feet to the point of curve of a 300 foot radius curve to the left, thence Southerly along the arc of said curve 161.70 feet, thence South 13° 18' 30" East 94.13 feet to the point of curve of 165.17 foot radius curve to the right, thence Southerly along the arc of said curve 129.80 feet to the point of reverse curve of a 25 foot radius curve to the left, thence Southerly along the arc of said curve 21.03 feet to the point of reverse curve of a 50.0 foot radius curve to the right, thence Southerly, Easterly and Northerly around the arc of said curve 198.59 feet to the point of reverse curve of 25.0 foot radius to the left, thence Northerly along the arc of said curve 21.03 feet, thence North 17° 06' West 78.64 feet to the point of curve of a 100.00 foot radius curve to the left, thence Northerly along the arc of said curve 18.28 feet, thence North 27° 34' 31" West 166.22 feet to the point of curve of a 220.0 foot radius curve to the left, thence Northwesterly along the arc of said curve 223.69 feet, thence West 246.57 feet, thence South 31° 48' West 262.71 feet, thence North 61° 11' 46" West 37.96 feet to the point of curve of a 40 foot radius curve to the right, thence Northwesterly along the arc of said curve 82.33 feet to a point on a 75 foot radius curve to the right whose radius bears South 73° 40' 12" East, thence Northwesterly along the arc of said curve 1.64 feet, thence North 17° 35' East 143.89 feet to the point of curve of a 15 foot radius curve to the left, thence Northerly along the arc of said curve 16.38 feet, thence North 45° 00' West 10.0 feet, thence North 45° 00' East 50.0 feet, thence South 45° 00' East 10.0 feet to the point of curve of a 65.0 foot radius curve to the right, thence Southerly along the arc of said curve 71.00 feet, thence South 17° 35' West 54.94 feet, thence North 21° 48' East 135.55 feet, thence East 262.74 feet, thence North 40° 00' East 193.07 feet, thence North 16° 11' 34" East 302.06 feet, thence North 164.54 feet, thence North 71° 01' East 52.88 feet to the point of beginning.

APPENDIX A

ADDENDUM TO
ACORN HILLS SUBDIVISION
ROAD MAINTENANCE AGREEMENT

This addendum is intended to supplement and clarify the Road Maintenance Agreement entered into between the undersigned and to prevent any misunderstanding of Paragraph 7 of that agreement.

The parties agree that the Road Maintenance Agreement has no application whatever to the responsibility for or the costs connected with hard-surfacing the roads in the Acorn Hills Subdivision. Those matters are either covered by existing agreements between the developer and the lot owners or will be dealt with by one or more agreements to be entered into hereafter between the owners of property in the subdivision.

DATED this ___ day of July, 1980.

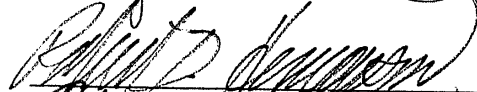

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

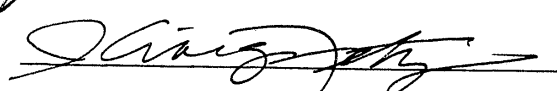
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FILED OF _____
REF _____



Amey Christensen



agent for Stewart, Galt
and Gault, P. Salt
Lake City, Utah
dated June 24, 1980, a copy
of which is attached.



May Ann Felt

Julia Reid Goss

John R. Goss

David Brown



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