

After recording please return to:
J. Peters
1363 East Second Ave.
Salt Lake City, UT 84103

**DECLARATION OF RESTRICTIONS,
PROTECTIVE COVENANTS AND CONDITIONS**

**WILD WILLOW SUBDIVISION
PHASE II**

TOWN OF FRANCIS, COUNTY OF SUMMIT, STATE OF UTAH

This DECLARATION OF RESTRICTIONS, PROTECTIVE COVENANTS, AND CONDITIONS, (hereinafter "Declaration") is made and executed this 17th day of July, 1998, by Wild Willow Limited Company, a Utah limited liability company, whose address is 1363 East Second Avenue, Salt Lake City, UT 84103.

This Declaration shall apply to the following described real property (hereinafter "the Property" or "the Subdivision") situated in the Town of Francis, County of Summit, State of Utah:

See Exhibit "A"

00513051 BK01166 Pg00311-00325

RECITALS:

ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1998 JUL 20 16:53 PM FEE \$38.00 BY DMG
REQUEST: WILD WILLOW LIMITED COMPANY

WHEREAS, Wild Willow Limited Company, as owner of the above-described Property, is desirous of creating conditions, protective covenants, and restrictions affecting said Property in order to develop a residential Subdivision of distinctive and consistent character and to provide means by which such character may be safeguarded and protected,

DECLARATION:

NOW, THEREFORE, Wild Willow Limited Company, as Declarant, hereby declares that the above-described Property is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following conditions, protective covenants, restrictions, and agreements between itself and purchasers of lots and property in said Subdivision and their heirs, successors and assigns and that said covenants, agreements, restrictions, and conditions shall run with the land for the benefit of and granting the right of enforcement thereof to the undersigned as owner and its successors, assigns, and grantees, who are or become owners of lots or property (hereinafter "Owner" or "Owners") in the Subdivision.

All of the conditions, protective covenants, restrictions, and agreements are declared and created for the direct and mutual and reciprocal benefit of each and every lot in the above-described Subdivision and there is hereby created mutual and equitable servitudes upon each of these lots in favor of each other lot in the Subdivision and all of the property therein. Declarant hereby grants, declares and creates reciprocal rights and obligations between the respective Owners of lots in the Subdivision and declares it one of the purposes of this Declaration to establish a privity of contract and estate between the respective grantees of the lots, their heir, successors and assigns.

**ARTICLE ONE
ARCHITECTURAL AND BUILDING COMMITTEE**

1. Architectural and Building Committee Established: There is hereby formed an Architectural and Building Committee (hereinafter "the Committee") to review plans and specifications pursuant to the provisions of this Declaration and empowered to enforce the conditions, protective covenants and restrictions set forth herein. The initial Architectural and Building Committee shall be composed of Christopher L. Burton, Arthur J. Miller, and James W. Peters. A majority of the Committee may designate a representative or representatives to act on its behalf. The Committee shall be responsible for replacing any vacancies on the Committee. In the event that the Committee fails to appoint successors within three months of a vacancy, the vacancy (ies) shall be filled by a vote of the owners of a majority of lots in Phase 2. Neither the members of the Committee nor its designated representatives shall be paid any fee or compensation for services performed pursuant to this Declaration.

2. Professional Services: The Committee may, at its sole discretion, retain a licensed architect or engineer for the purpose of rendering advice with respect to plan submittals and other matters for review before the Committee. The cost of retaining the architect or engineer shall be paid by the Owner who is submitting plans and specifications for review.

3. Declarant and Committee Not Liable for Approvals and Disapprovals: The Declarant, the Committee, and the individuals serving on the Committee, shall not be liable to any Owner submitting plans and specifications for review and approval or to the Owners of any lots or property within the Subdivision, for any damages arising out of their actions, inactions, approval or disapproval of any set of plans and specifications submitted to the Committee for review. In the absence of bad faith or malicious actions, no Owner shall have a claim against the Declarant, the Committee, or the individuals serving on the Committee, as a result of the performance of or failure to perform the duties created by this Declaration. Each Owner has the right to enforce this Declaration against another Owner and may seek independent redress.

4. Declarant and Committee Not Liable for Adequacy or Feasibility of Plans: Approval by the Committee signifies compliance with this Declaration only. The Committee is

not acting as an architect or engineer for the Owner and is not responsible for insuring that plans and specifications meet building codes or are otherwise feasible. Approval by the Committee shall not signify any indication of the adequacy of the plan or the materials used to insure the satisfaction of the Owner. Approval by the Committee shall not signify that the plans and specifications will be approved by the Town of Francis, its Building Inspector or its Zoning Administrator. The Committee and its Members shall not be personally liable for errors or omissions in the design of any structure or yard work or the execution and construction thereof.

ARTICLE TWO ARCHITECTURAL REVIEW

1. Buildings Restricted to Single Family Residence, Garage and Outbuildings: Each lot shall contain a private, detached, single family residence and appropriate outbuildings. No other structure shall be erected, altered, placed upon or permitted to remain on any lot, nor shall any dwelling be erected on any lot for use other than as a private residence.

2. Plans Must Be Submitted For Approval Prior To Construction Of Any Structure: No residence, garage, or outbuilding (hereinafter "Structure"), and no fence, retaining wall, swimming pool, tennis court, **stable**, kennel, or other improvement (hereinafter "Improvement") shall be constructed, added, erected, placed or maintained upon any lot or property in the Subdivision, nor shall there be any changes made to the exterior of such Structures or Improvements by way of alteration or adding thereto, unless prior to the commencement of any construction, excavation and other work, the complete plans and specifications thereof, shall have been approved by the Architectural and Building Committee. The purpose of review by the Committee is to:

1. Promote a desirable and attractive residential community;
2. Harmonize the community with the natural beauty in the surrounding area;
3. Provide specific minimum requirements for housing construction to help achieve these goals;
4. Protect and enhance property value of all lots and homes in the Subdivision; and
5. Establish and maintain a clean, orderly, friendly, and pleasant residential atmosphere for all Owners.

3. Submission of Plans: The Owner requesting approval of plans and specifications shall submit two suitable sets of plans and specifications as herein required to the Chair of the Committee (the initial Chair of the Committee is Christopher L. Burton, 1363 East Second Ave., Salt Lake City, UT 84103) not less than two (2) weeks prior to the proposed date for commencement of construction to enable the Committee to review the plans. Both copies of the

submitted plans must be exact copies of the plans submitted to the Town of Francis for a building permit. After approval, one copy will be signed and returned to the Owner or builder with required restrictions or contingencies noted. One copy will remain the property of the Committee. Once a plan has been approved and written notice of approval has been given, all changes, additions, or deletions from the approved plan must also be submitted for review and approval, including any design changes that occur during the construction process. The Owner is responsible for insuring that the owner's licensed professionals and contractors construct the improvements in conformance with approved plans, revisions, and within the approved time frame. The plans and specifications shall have been prepared and stamped by a licensed structural engineer as meeting the building requirements of the Town of Francis.

4. Contents of Plans: Plans and specifications submitted for approval by the Committee shall contain sufficient information to demonstrate compliance with this Declaration and shall include:

- A. Front, side and rear elevations, and floor plans for each floor and basement;
- B. Finish floor elevations;
- C. A description of the permanent materials of which the Structure(s) will be built, including designation of the exterior materials;
- D. A plot plan which contains the following: the location and orientation of the proposed dwelling with reference to the streets and lot lines, including setbacks, roofs, decks, porches, gazebos, walkways, and driveways, and a general landscaping plan indicating the location of trees, yard lights, and other details.
- E. A designation of the construction starting date and the project completion date;
- F. Landscaping Plans for the front yard;
- G. An acknowledgment signed by the Owner and builder, stating they have read and will comply with all covenants and guidelines and will accept financial responsibility for any costs incurred as a result of failure to build in accordance with the covenants, guidelines and approved plans, including court costs and attorneys fees; and
- H. A deposit of \$1,500.00, or a bond in that amount acceptable to the Committee, to serve as a security deposit which shall be refunded to Owner when construction of the residence and the front yard landscaping are complete and in compliance with the approved plans above, or, in the event of non-compliance, the deposit may be used to take corrective action or to pay for the costs (including attorneys fees) associated in enforcing compliance with this Declaration.

5. Committee Decisions: The Committee will notify the Owner in writing of its determinations. If the Structure or Improvement is approved, the construction may be commenced upon obtaining the requisite building permits from Francis Town demonstrating compliance with the applicable ordinances. If not approved, the Owner shall be required to make such changes as necessary to conform to the requirements of the Committee for approval. A meeting with the Owner and/or the Owner's architect to discuss required changes, if desired, may be arranged at any reasonable time with the Committee. If no action is taken by the Committee within forty-five (45) days from the date of the submission of plans and specifications by the Owner to the Committee, then the Owner proposing to build may proceed. Approvals are valid for six months from the date of approval. If construction has not started within six months, the plans must be resubmitted for approval.

ARTICLE THREE DESIGN CRITERIA

1. Design Criteria: The Architectural and Building Committee shall approve the plans and specifications for a proposed Structure or Improvement only if the plans and specifications indicate that the proposed Structure or Improvement conforms to the specific provisions of this Declaration and if, in the opinion of the Committee, the Improvement is consistent with the character of the Subdivision. To that end, the Committee shall consider the following factors when evaluating proposed Structures or Improvements:

A. To promote and preserve the design character of the Subdivision, the visual pattern of the community, and harmony in the visual relationships between buildings while preserving the natural beauty of the surrounding area, proposed Structures and Improvements should be sympathetic to the existing Structures in the Subdivision in size, scale, and design.

B. The use of unusual shapes, colors, and other characteristics that cause new buildings to call excessive attention to themselves and create a jarring disharmony shall be avoided.

C. Building additions, garages, and outbuildings should be designed to reflect existing buildings in scale, materials, and color.

2. Specific Design Restrictions:

1. Residences:

A. **Home Design:** Ranch style or contemporary home designs are strongly encouraged. English Tudor, French Chateau, A-Frames, Victorian, and Colonial Homes are strongly discouraged. Strictly rectangular and square homes shall not be permitted. Homes should be designed to be energy efficient. Passive solar designs are encouraged.

B. Floor Area: There shall be a minimum living floor area (exclusive of garages, balconies, porches, patios, basements, and decks) of 1,600 square feet for a one level Structure and 1,800 square feet for a two level Structure. For purposes of this determination, basements, whether finished or unfinished, shall not constitute a level and shall not be counted in the floor area minimums.

C. Roofs: The home shall be no more than thirty feet in height, as measured from the average natural grade. Roof slopes for residences shall be a minimum of 5/12 and a maximum of 12/12 in pitch and shall be in as simple a form as practicable. The following roof shapes will not be permitted: mansard, fake mansard, gambrel, joined shed roof, or domed. All roof heights and designs shall minimize view blockage to the extent possible, from adjacent properties and properties on the opposite side of the street. The following materials are approved for roofs: wood shake shingles or architectural grade asphalt shingles having at least a 30 year guarantee or standing seam, factory built metal roofs of muted colors (brown, blue or green) or other materials approved by the Committee.

D. Exterior Materials: Unless specifically approved by the Committee, the following exterior wall surface materials shall be allowed: cedar, redwood, stone, log, wood shingles, stucco without "tudor" wood breaks. Any other proposed building material must be approved by the Committee, which can reject any other building material, in its discretion, for any reason. There shall be no more than two (2) different exterior wall materials in any wall surface.

E. Code Requirements: Every residence shall conform to the Utah Uniform Building Code.

F. No Oil or L.P. Gas Tanks: The primary heat sources for all Structures and Improvements shall be solar, natural gas delivered by pipeline or electric heat. Except for temporary periods during construction of the dwelling, no heating oil, propane, butane, or other bulk fuel storage tank may be installed on the property.

2. Garages:

A. Garage Design: Each residence in the Subdivision shall have an attached garage with no less than two and not more than three bays.

B. Driveways: Each garage shall be serviced by a driveway, constructed of concrete, asphalt, or comparable materials and placed on properly compacted earth, of sufficient width to park two vehicles side by side. No dirt or gravel driveways or parking pads will be permitted.

C. Construction: The driveway shall be completed prior to occupancy of the residence. The Owner shall be responsible for maintaining the driveway in reasonable repair.

D. Carports: Carports are prohibited in the Subdivision.

3. Property:

A. Landscaping: As provided above, landscaping plans shall be submitted to the Committee at the time that the plans and specifications for the residence are submitted. Landscaping shall be completed within sixty (60) days of occupancy (weather conditions permitting). There shall be no trees, shrubs, mailboxes or other permanent-type landscaping within the snow removal easements shown on the official plats for Phase II.

B. Satellite Dishes/Solar Panels: Any satellite dishes larger than 3 feet by two feet in area, must be located and screened in a manner approved in advance by the Committee so that they are not directly visible from any adjoining lot. Solar panels will be permitted only with the consent of the Committee, and if permitted at all, must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted.

C. Setbacks: The Committee may also require certain setback requirements although not specifically spelled out in this Declaration, so as to protect the adjoining lot Owners and the character of the Subdivision as a whole.

D. Fencing: Any fencing shall be uniform with the top rail 48" above the finished lot grade and be a post and three or four rail, white vinyl fence. An owner may add mesh (to contain dogs) on the interior side. Any variation from this requirement must first be approved by the Committee.

E. Excavation: No excavation for stone, gravel or earth shall be made on any lot or property in the Subdivision, unless such excavation is made in connection with the erection of a Structure or Improvement thereon and then only after Committee approval is first obtained.

F. Signs: No signs, billboards, or advertising Structures shall be displayed on any of the lots or property except as follows: The name and address of the resident upon a mailbox and the name and profession of any professional person may be displayed at any residence upon a sign not exceeding 36 square inches in size. No sign may be illuminated. Temporary signs not exceeding 18 inches by 24 inches may be permitted to advertise the fact that a lot or residence is for sale or as campaign or election issue signs during campaigns for government office or prior

to votes on election issues. Such signs shall be removed after the sale or lease of property and immediately after the end of the election or vote. There may be a sign of unlimited size placed at one or more entrances to the Subdivision, temporarily for sales or permanently identifying the Subdivision.

G. Dog Runs and Dog Houses: Dog runs and Dog houses must be placed at the side or rear of the residence and may not be placed closer than fifty feet (50) to any residence other than that of the Owner of the run or kennel. No wire fencing shall be allowed unless it is completely screened from the view of all adjoining lots. To minimize barking at or chasing horses and to prevent injury to riders, Owners of lots that abut the Horse Bridal Trail or the Horse Exercise Area shall not allow their dogs to run or be housed (tethered, fenced etc.) within thirty feet of the Horse Bridal Trail or Horse Exercise Area.

H. Temporary Outbuildings: No porch, patio, gazebo, shed, garage, stable, trailer, basement, tent, shack, or other outbuilding shall be erected or placed in the Subdivision except as permitted by the Committee to facilitate construction of a permitted Structure.

ARTICLE FOUR CONSTRUCTION AND MAINTENANCE

1. Diligence: When the construction of any Structure or Improvement is begun, work thereon must be prosecuted diligently and it must be completed within one (1) year of commencement. No building shall be occupied as a habitation or residence or for any purpose, other than during construction, without the specific written permission of the Committee or until the same shall comply with all of the requirements of these restrictions. During construction of a home, the Owner shall comply and shall insure that Owner's builder complies with the following:

A. To the maximum extent possible, construction related autos, trucks, and equipment shall be parked in an orderly manner on the construction site. Vehicles and equipment parked on the street for construction purposes must be confined to the same side of the street as the lot where construction is taking place. Vehicles must not be parked in front of an existing home and under no circumstances may they be parked on the street overnight. Vehicles parked on the street for construction purposes must not impede, hinder or restrict the snow removal from the streets.

B. The Owner and Owner's builder shall take all reasonable precautions to prevent damage to the roads during construction, including without limitation, construction of a driveway from the road to the site of the residence. Mud, debris, gravel and similar materials deposited by construction or construction vehicles or equipment shall be

cleaned from roadways daily by the builder. If the lot Owner or builder fails to comply with this provision, the Committee may clean the roads at the expense of the lot Owner. The Owner shall be liable to Declarant for any damage to the roads, so long as Declarant has Ownership or is liable to the Town for upkeep and repairs to the roads. Unless a bond is required by the municipality for repairs, Owner shall pay a deposit of \$1,500 to Declarant (or its successors or assigns) to guarantee against damage to the roads during construction, which deposit shall be returned to Owner upon satisfactory inspection by the Committee or its designated representative after completion of construction.

C. Unnecessary noise on construction sites, such as the operation of radios and tape players at a loud volume, shall be discouraged and shall be prohibited if complaints occur.

2. **Non-Conformance:** The Committee may, at its sole discretion, take such action as may be necessary to stop construction of any building or Structure which does not conform to the approved drawings or to this Declaration, or which was not approved by the Committee. The Committee may, at its sole discretion, seek legal remedy for any non-conforming or non-approved Structure or Improvement, including requesting an order of court to tear down or remove such non-conforming or non-approved Structure or Improvement. Violation of any of the conditions, protective covenants, restrictions or agreements herein contained shall give the undersigned and/or the Committee, its successors and assigns, the right but not the duty, to enter upon the property as to which said violation or breach exists, and to summarily abate and remove at the expense of the Owner, any erection, thing, or condition that may be or exist thereon contrary to the provision hereof, without being deemed guilty of trespass or wrongful eviction of personal property. The result of every action or omission whereby any condition, protective covenant, restriction or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result; such remedy to be deemed cumulative not exclusive. In addition, any Owner who violates this Declaration shall be liable for all attorneys fees and costs involved in remedying such violation. Nothing in this provision shall affect the rights of other Owners to enforce this Declaration.

3. **Maintenance:** All lots and the Improvements on them, including landscaping, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his or her lot or the Improvements on it to fall into disrepair. Upon failure or neglect of any Owner to properly maintain any landscaping or Improvements on any lot or to otherwise comply with these covenants within thirty (30) days after written notice by the Committee, it may, but shall not have the obligation to, cause the landscaping or Improvements thereon to be suitably maintained and/or brought into compliance with this Declaration and the Owner shall be responsible and liable for the expenses of such repairs.

4. **Nuisances Prohibited:** No noxious, offensive, illegal or immoral activity shall be carried on upon any lot or property in the Subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners.

5. **Vehicles:** No vehicle, including but not limited to mobile homes, motorcycles, snowmobiles, trailers, bicycles, boats, recreation vehicles, or automobiles shall be permitted to stand in the Subdivision for more than two (2) days unless the same are housed within the confines of a garage which completely covers and encloses said vehicle. No construction or industrial type vehicle shall be stored or parked on any lot or street in the Subdivision except during the actual use for construction on a lot or for maintenance, unless housed within the confines of a garage which completely covers and encloses said vehicle.

6. **Animals:** No animals except household pets, and horses/ponies only as provided below, may be kept on the property. No more than two dogs may be maintained on any lot.

7. **No Unsightliness:** No unsightliness is permitted on any lot or property. This shall include, without limitation, the open storage of any building materials (except during the construction of any Structures or Improvements); open storage or parking of farm or construction equipment, inoperable motor vehicles, boats, campers, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading); accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste, household refuse or garbage, except as stored in tight containers in an enclosure such as a garage; accumulations of animal wastes; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the lot in a manner that is visible from the public view.

ARTICLE FOUR HORSES/PONIES

Declarant has created the Wild Willow Horse Owners Association, a Utah non-profit corporation whose members own lots identified as Horse Lots on the official plat. Declarant has created two Horse Exercise Areas which are to be owned and maintained by the Association which are subject to a conservation easement in favor of the Town prohibiting any construction or building on that property. Further, Declarant hereby creates and gives to the Association an easement to maintain a bridal path around the perimeter of portions of Phase II of the Wild Willow subdivision. The easement is shown on the official plats for Phase II. Where the Horse Bridal Path coincides with maintenance paths for irrigation ditches, Declarant has given an easement to irrigation companies and ditch owners reserving for the Association a license to use the maintenance path as a Horse Bridal Path. Finally, Declarant hereby creates and gives to the Association a one foot easement adjoining the Horse Bridal Path on which the Association shall maintain a fence. This easement is also shown on the official plats for Phase II.

1. **Horses (Ponies) Permitted on Certain Lots:** So long as, and to the extent that, the ordinances of the Town of Francis permit, Owners of lots designated as H on the official plat

may have horses (ponies) on their property. In no event may any Owner in the Subdivision have more than two (2) horses (ponies) on their property. The Owner must have constructed a home on the lot (or on an adjoining lot) to be able to have horses in the Subdivision.

2. **Building Pads:** At the time that these Covenants, Conditions, and Restrictions were created, the Town of Francis required that horses may not be kept within one hundred feet of a residence. In order to insure that property owners do not disqualify their neighbors from owning a horse, the following lots must construct homes and maintain horses within the following described areas:

Lot	Residence	Horse
A1, A2, A14, B6, B7, B8, B9, B10, C9, C10, C11, C12, C13, C14, D10, D11, D12, D13, D14,	The residence must be constructed within 45 feet of the front set back line	The Horse(s) must be kept within 25 feet of the rear property line
A3, A4, A5, A6, A7, A8, A9, A10, A19, A20, A21, A22, A23, A24, A25, A26, B11, B12, B13, B14, B15, B16, C15, C16, C17, C18, C19, C20, C21, C22, C23, C24, C25, C26, D9	The residence must be constructed within 80 feet of the front set back line	The Horse(s) must be kept more than 180 feet from the front set back line

All lots must conform to the City Development Code on front, back, and side setbacks. Because lots are irregular, the above defined areas are only a rough guide, and each lot will be evaluated on a lot-by-lot basis as the lot owner brings in plans for residences and horse areas.

3. **Fences:** All horses shall be housed in fenced areas with soil berms or retaining walls constructed on the down gradient of the lot, such that there will be no run-off from the Horse Area to any neighboring property. All fences must be approved by the Committee and should be made of three or four rail vinyl fencing suitable for horses. No barbed wire shall be allowed. In placing fences, Owners whose property includes an irrigation ditch easement or horse trail easement shall not place a fence within or across that easement.

4. **Horse Area:** Horse Areas shall be cleaned during the Spring, Summer and Fall months. Watering areas for animals shall have a water control feature to prevent overflow, and shall be located on a concrete base surrounded by a gravel area of not less than 10 feet. The storage of hay shall be restricted to an area behind residences and at least ten feet from neighboring lot lines.

5. **Stables:** Plans and specifications for any stable or shed shall be submitted to the Committee for approval. Colors, materials, scale of structure, and designs for stables and sheds shall complement the colors, materials, and designs of the residence and other Structures on the property. Any stable or shed must be built within the Horse Area described above. No stable or shed shall be placed within fifteen feet of any property line.

6. **Horse Exercise Area and Horse Bridal Path:** Owners of lots designated as Horse Lots on the official plat have been issued membership in a Horse-Owners Association and have been granted easements to use the areas designated as the Horse Exercise Area and the Horse Bridal Path on the official plat. The Horse Exercise Area is subject to its own covenants, conditions, and restrictions that insure that the Area will remain an open space and that require Horse Owners Association to maintain the Area free of weeds, garbage, droppings, and fire hazards. Membership in the Association is appurtenant to and may not be separated from ownership of the lots so designated.

7. **Cross Indemnifications:** The Individual Horse Lot Owners shall indemnify, hold harmless and defend the Association against any damages or injury arising out of the negligence of the Owner (or the Owner's guests) in the use of the Horse Bridal Path and Horse Exercise Areas. The Association shall indemnify the individual Lot Owners against any damages or injury arising out of the Association's negligence in maintaining and operating the Horse Bridal Path.

ARTICLE FIVE IRRIGATION DITCHES/RIGHT TO FARM

1. **Respect Irrigation Company Ditch Easements:** Lots D3, D4, D5, D11, D13, D14, B11, B12, B13, B14, B15, and B16, are subject to an easement, as indicated on the plat, in favor of Washington Irrigation Company. Lots A3, A4, A5, A6, A7, A8, A9, C15, C16, C17, C18, C19, C20, C21, C22, C24, C25, C3, and C4 are subject to an easement, as indicated on the plat, in favor of Washington Irrigation Company and Beaver/Shingle Creek Irrigation Company. Lots A1, A4, A26, E3, E4, E5, E6, E7, E8, E9, and E10 are subject to an easement in favor of certain private ditch owners. These easements prohibit Owners from planting trees (which soak up irrigation water) or erecting Structures within the easement so as to allow the irrigation companies and ditch users access to maintain the ditches in good repair. Affected Owners are encouraged to read the easements carefully and to respect the rights of the irrigation companies and ditch users.

2. **Right to Farm Requirements:** The Town of Francis places a high value on the protection and preservation of agricultural uses and will protect the right to farm by adjoining and nearby property owners. By virtue of this Declaration, each owner of a Lot in this subdivision hereby acknowledges that farm work hours run late and begin early and that farm operations on adjoining and nearby properties may contribute to noises and odors that some residents may find objectionable.

3. **Cul-de-sacs:** Owners of Lots in Cul-de-sacs (Phase IID) should understand that the school district may require their children to walk to Wild Willow Drive to be picked up by the school bus.

**ARTICLE SIX
MISCELLANEOUS**

1. **Severability:** Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

2. **Amendment:** Until March of 2013, this Declaration may be amended only by a written document signed by the undersigned and its successors or assigns and duly recorded in the office of the Summit County Recorder. After that date, the Declaration may be amended by a vote of the owners of a majority of the lots in Phase 2.

3. **Municipal Ordinances:** This restrictions in this Declaration shall be in addition to and not in conflict with the zoning ordinances now in force in for the Town of Francis, Summit County, State of Utah.

4. **Constructive Notice:** Every person who owns, occupies, or acquires any right, title or interest in any lot in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions and restrictions against his or her lot, whether or not there is any reference to this Declaration in the instrument by which an individual acquires a lot.

5. **Limitation of Restrictions on Declarant:** Declarant is undertaking the work of planning, developing, and selling the property in the Subdivision. The completion of that work and the sale or other disposal of the lots or parcels is essential to the establishment and welfare of the property. In order that such work may be completed as rapidly as possible, nothing in this Declaration shall be understood and construed to:

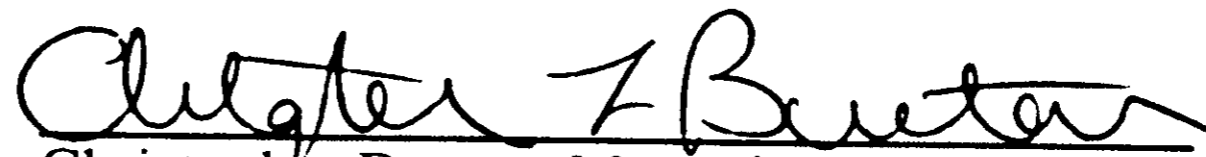
A. Prevent Declarant, its contractors or subcontractors from doing on the Property or any part thereof, whatever is reasonably necessary or advisable in connection with the completion of such work; or

B. Prevent Declarant, or its representatives, from conducting on the Property its business of completing said work and establishing said property as a residential community and disposing of the property in lots or parcels by sale, lease or otherwise or from erecting, constructing and maintaining on any part of the Property such Structure as may be reasonably necessary to conducting such business; or

C. Prevent Declarant from maintaining such sign or signs on any part of the Property as may be necessary or convenient for the sale, lease or disposition of lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed by its duly authorized member the day and year first above written.

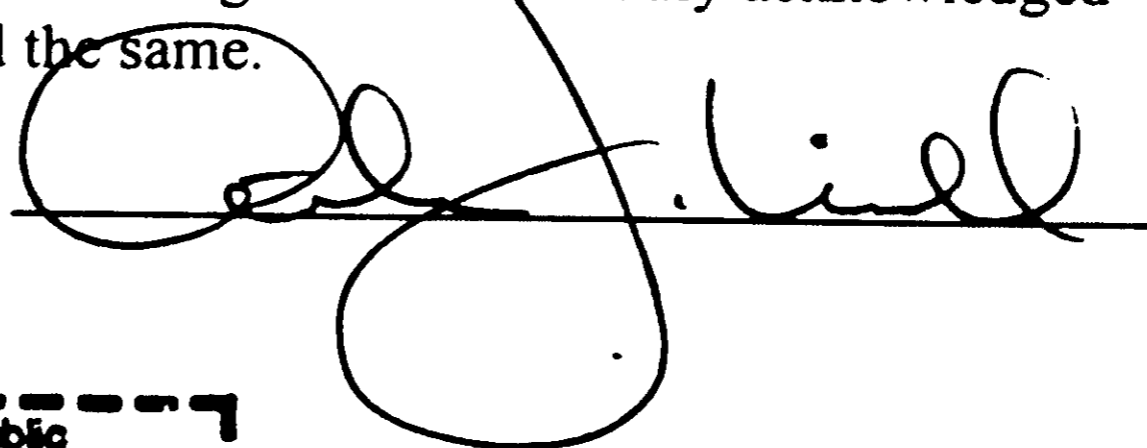
Wild Willow Limited Company,
a Utah limited liability company,


Christopher Burton, Managing Member

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

On July 17 1998, personally appeared before me, Christopher L. Burton who being duly sworn did say, each for himself, that Christopher L. Burton is the Manager of Wild Willow Limited Company and the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and duly acknowledged to me that said Limited Liability Company executed the same.

My Commission Expires: May 1, 1999



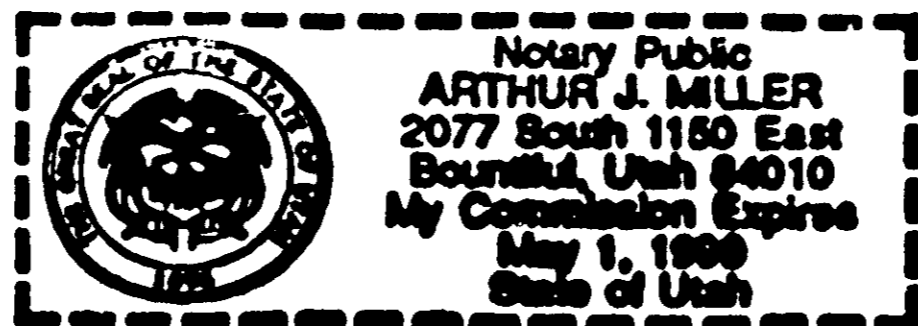


EXHIBIT "A"
Phase II

DESCRIPTION

BEGINNING AT A POINT ON THE WEST LINE OF HIGHWAY 139/32 SAID POINT BEING NORTH 2028.78 FEET AND NORTH 8917.43° WEST 49.50 FEET FROM THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE NORTH 8917.48° WEST 406.52 FEET; THENCE NORTH 8938.17° WEST 515.12 FEET; THENCE NORTH 8930.53° WEST 346.50 FEET; THENCE SOUTH 0078.51° EAST 512.16 FEET; THENCE SOUTH 00223.37° WEST 173.22 FEET; THENCE NORTH 8937.10° WEST 245.91 FEET; THENCE NORTH 8800.36° WEST 169.71 FEET; THENCE SOUTH 8949.26° WEST 215.37 FEET; THENCE NORTH 8929.36° WEST 411.17 FEET; THENCE NORTH 8931.08° WEST 617.55 FEET; THENCE NORTH 8829.56° WEST 455.92 FEET; THENCE NORTH 4500.00° WEST 170.50 FEET TO A POINT ON THE EAST LINE OF WILD WILLOW PLANNED DEVELOPMENT, AS SHOWN ON THE OFFICIAL PLAT HEREOF ON FILE IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, THENCE NORTH 2816.07° EAST 908.55 FEET ALONG THE EAST LINE OF SAID PLANNED DEVELOPMENT; THENCE NORTH 0951.57° WEST 233.45 FEET ALONG SAID EAST LINE; THENCE NORTH 0555.53° WEST 387.07 FEET ALONG SAID EAST LINE; THENCE NORTH 3723.57° EAST 216.31 FEET ALONG SAID EAST LINE; THENCE NORTH 0245.03° WEST 257.81 FEET ALONG SAID EAST LINE; THENCE SOUTH 8921.13° EAST 919.37 FEET ALONG THE NORTH LINE OF SAID PLANNED DEVELOPMENT TO A POINT WHICH IS SOUTH 0020.01° WEST 1993.07 FEET ALONG SECTION LINE AND NORTH 8921.13° EAST 1313.43 FEET ALONG SAID NORTH LINE FROM THE NORTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 0033.15° EAST 272.39 FEET; THENCE NORTH 0079.31° WEST 387.96 FEET; THENCE NORTH 8654.24° EAST 127.82 FEET; THENCE SOUTH 8904.47° EAST 159.23 FEET; THENCE NORTH 8924.56° EAST 527.23 FEET; THENCE SOUTH 8925.21° EAST 196.71 FEET; THENCE NORTH 8407.36° EAST 52.93 FEET; THENCE NORTH 8346.00° EAST 267.35 FEET; THENCE SOUTH 0006.38° WEST 180.91 FEET; THENCE SOUTH 0025.27° WEST 135.16 FEET; THENCE SOUTH 0126.04° EAST 131.21 FEET; THENCE SOUTH 0027.00° WEST 650.48 FEET; THENCE SOUTH 0533.08° EAST 109.03 FEET; THENCE SOUTH 0003.59° EAST 164.95 FEET; THENCE NORTH 8848.11° EAST 273.40 FEET; THENCE NORTH 8944.00° EAST 408.41 FEET; THENCE NORTH 5632.37° EAST 16.10 FEET; THENCE NORTH 8922.39° EAST 389.64 FEET; THENCE SOUTH 8926.15° EAST 260.45 FEET; THENCE NORTH 8949.19° EAST 325.84 FEET; THENCE SOUTH 8901.44° EAST 224.79 FEET; THENCE NORTH 8925.41° EAST 193.11 FEET; THENCE NORTH 8517.58° EAST 50.11 FEET; THENCE NORTH 8928.54° EAST 293.31 FEET; THENCE SOUTH 0043.31° EAST 344.10 FEET; THENCE SOUTH 3243.10° EAST 146.75 FEET; THENCE SOUTH 8839.07° EAST 99.90 FEET TO SAID WEST LINE OF HIGHWAY 189/32, THENCE SOUTH 183.66 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

CONTAINS: 103.622 ACRES.