

7-42

AMENDMENT NO. 2 TO DECLARATIONS, BYLAWS AND GUIDELINES

OF

WILLOWS OF HOLLADAY, L.C.

(As adopted October 19, 2017)

WITNESSETH:

WHEREAS, on May 1, 1998, WILLOWS OF HOLLADAY, L.C., a Utah limited liability company (sometimes referred to hereinafter as the "Company", executed Declarations of Covenants, Conditions and Restrictions for Willows of Holladay, a Planned Unit Development Subdivision, consisting of 22 pages; and

WHEREAS, on July 3, 2001, an Amendment to said Declarations was executed for the purpose of amending certain provisions of the original Declarations as reflected on page 1 of said Amendment; and

WHEREAS, in August, 2002, the Willows of Holladay Homeowners Association (sometimes referred to hereinafter as the "Association") provided the respective homeowners with a compilation of a cover page, a single page explanatory introduction, the first two pages of the Declarations, Guidelines consisting of two pages and Bylaws consisting of eight pages, and a single page directory of lots; and

WHEREAS, the Association, through its duly elected and authorized Management Committee, has proposed certain amendments to the Bylaws for approval by the homeowners and has duly adopted restated Guidelines for ratification by the homeowners, and the homeowners have voted as follows at a Special Meeting of the Members of the Association and Company, which was duly held, convened and conducted in accordance with the Bylaws;

NOW, THEREFORE, WILLOWS OF HOLLADAY, L.C., a Utah limited liability company, hereby adopts the following Amendment No. 2 to its Declarations, Bylaws and Guidelines, as follows:

1. Rentals of Rooms or Basement to Third Parties

Each home in the Willows PUD is a single family residence. Except for immediate family; e.g., parents, children and/or grandchildren, or 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 Management Committee. 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

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ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH

DEBORAH S. BAYLE
1955 INNSBRUCK WAY
HOLLADAY 84121
BY: RMP, DEPUTY - 11 7 P.

homes in the Willows PUD may be rented by non-occupying owners without a waiver from the Management Committee. 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.

2. Approval of Exterior Paint, Trim and Landscape Changes
Guideline 10 j. is amended to add the following:

Maintaining generally-accepted community standards shall require prior approval by the Management Committee of all changes to exterior paint and trim colors and of material changes to landscaping. Generally-accepted community standards shall mean exterior paint and trim colors in harmony with the existing, original color scheme.

With respect to front yard landscaping, generally-accepted community standards shall mean grass as originally constituted. Xeriscaping, e.g., replacing grass with rocks, pebbles, sand, native plants, cactus and/or other plants or decorative features shall be permitted in side and back yards only, as long as homeowners keep grass on their front lawns.

Each homeowner 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 homeowner 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.

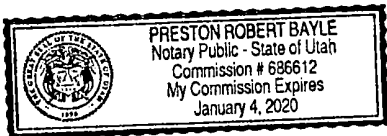
IN WITNESS WHEREOF, and by the authority of resolutions duly adopted by a majority of the Homeowners in a duly called meeting held October 19, 2017, the Company has caused its duly authorized officers to execute this instrument this 19th day of October, 2017, who state that this Amendment No. 2 to the Declaration, Bylaws and Guidelines dated August 2002 of this limited liability company are effective as of the day and year first above written.

WILLOWS OF HOLLADAY, L.C

By: WILLOWS OF HOLLADAY
HOMEOWNERS ASSOCIATION

By: Deborah S. Bayle
Deborah S. Bayle
President

State of Utah
County of Salt Lake
Subscribed and sworn to (or affirmed) before me this
16 day of November, 2017
By Deborah S. Bayle
Personally known OR produced identification _____
Type identification produced NA
Preston Robert Bayle
Notary Public



GUIDELINES

1. **Recreational vehicles**: No boats, trailers, recreational vehicles, trucks, commercial vehicles or inoperable vehicles, belonging to owners or other residents of the Willows 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 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 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 Management Committee reserves the right to contract the establishment of unannounced "speed traps" by off-duty Unified 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 \$50.00; for the second offense during a 12 month period is \$100.00; for the third and succeeding offenses in a 12 month period is \$200.00.
5. **Garbage**: Garbage will be collected on each Tuesday. Cost of garbage collection (but not recycle item collection) will be borne by the Homeowner's 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 in the garage. Receptacles remaining in front of the owner's home over 24 hours will be issued one (1) warning notice. If receptacle is 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, provided further that upon review by the Management Committee of three (3) written complaints from at least two (2) different Lot Owners or Owner's Lessees 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 Management Committee. No very large dogs, such as Great Danes or St Bernards, may be kept in or on a Lot. Any animal allowed

by the preceding shall be kept primarily indoors and on the Common Areas only if on a leash held by a person. Further, 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 excessive animal waste to prevent odor. The Owner or person in control of any animal that defecates on any area of any Lot or on 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 Management Committee. "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 Lots provided that such rental or lease period shall not be less than six (6) months in duration.
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 all pool rules and in line 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 management committee will advise residents via e-mail of planned opening and closing dates. The pool is available seven days a week. Pool hours will be 8 am to 10 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 conditions after each use. With the exception of holidays, one day of each week will be available for private use of the pool by Owners. Requests must be on a first come, first served basis. A calendar of reserved dates will be posted at the pool and at the announcement boxes near each mailbox.

Because the pool belongs to all residents, adherence to the following rules is expected:

All those using the pool or hot tub must shower before entering water.

Children under 14 must be accompanied by an adult.

Babies or children wearing diapers are not allowed inside the pool enclosure.

No pets are allowed in the pool enclosure.

Running on the deck is not permitted.

Trash must be picked up and deposited in trash containers.

Lights must be turned off in bathrooms and doors closed at all times when not in use.

All personal items must be removed or placed in trash containers.

NO GLASS CONTAINERS ARE ALLOWED IN THE POOL ENCLOSURE.

No smoking is allowed in the pool area

No furniture is allowed in the pool or hot tub.

Climbing over the fence to get in or out of the pool enclosure is prohibited.

Umbrellas must be closed after each use.

The pool and hot tub must be covered each night.

10. **Landscaping:** Landscaping services will be contracted by the Management Committee of the HOA. Services will be provided as follows:

- a. All properties will have a spring and fall clean-up.
- b. All lawns will be aerated in the spring and fall.
- c. All lawns will have fertilization and weed control applied 4 or 5 times per season.
- d. Grass areas will be mowed and edged weekly April through November, weather permitting. Homeowners who refuse access to grass areas of their homes to the contractor are responsible for mowing grass to a height not to exceed 3 inches.
- e. Fallen leaves will be raked and removed weekly in October and November, as required and weather permitting.
- f. Flower bed weeding is NOT part of the landscaping contract. Each homeowner is responsible for the maintenance of their own flowerbeds, including the pruning of shrubs contained in flowerbeds.
- g. Trees will be trimmed up to 15 feet ONLY if required to maintain passage on sidewalks. Tree maintenance is the responsibility of the homeowner, including removal of dead trees. A tree that causes damage to the property of a neighbor will result in the property owner being responsible for the remediation of damages.
- h. Irrigation systems will be maintained and repaired by the landscape contractor, including setting of watering frequency and schedule. A homeowner who wishes to add a cycle may do so by activating the "Manual" button in the control box. However, any homeowner who makes changes to the watering schedule or frequency after initial set-up by the contractor will be responsible for the labor costs of resetting to the original schedule. The contractor's charge for such service is \$65.00 per hour with a one hour minimum.
- i. Uncontained compost: There shall be no composting outside of a sealed plastic composting container in order to deter rodent activity.
- j. The Management Committee reserves the right to levy fines on any homeowner who fails to maintain their property to generally accepted community standards. Maintaining generally-accepted community standards shall require prior approval by the Management Committee of all changes to exterior paint and trim colors and of material changes to landscaping. Generally-accepted community standards shall mean exterior paint and trim colors in harmony with the existing, original color scheme. With respect to front yard landscaping, generally-accepted community standards shall mean grass as originally constituted. Xeriscaping, e.g., replacing grass with rocks, pebbles, sand, native plants, cactus and/or other plants or decorative features shall be permitted in side and back yards only, as long as homeowners keep grass on their front lawns. Each homeowner 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 homeowner 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.
- k. The Management Committee will designate one member who is responsible for supervising the landscaping contractor. That member's identity and contact information will be provided to all members of the HOA. Homeowners are asked not to

direct the contractor's employees but to make their concerns and or needs known to the Management Committee designated member and allow that person to interact with the contractor. Any complaints or compliments should be directed through the Management Committee designated member.

- 11. Snow Removal:** The Management Committee will contract for snow removal. Snow will be removed when snowfall is two (2) inches or greater, as soon as practical after snowfall ceases. Roadways will be plowed and driveways and sidewalks will be shoveled. Ice melt will be applied as appropriate. In the event of sustained heavy snowfall , interim removal may take place. In cases where snowfall does not reach two (2) inches, snowfall removal and/or ice melt application is the responsibility of the homeowner. A member of the Management Committee is assigned to supervise the snow removal contractor. The member's identity and contact information will be provided to all homeowners. Any needs, concerns, complaints or compliments should be directed to the Management Committee member.
- 12. Emergency Contact Information:** Each homeowner shall register with the Association the name and phone number of a designated person to be notified in case of emergency when homeowner is not available.
- 13. Compliance:** Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and Bylaws 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.
- 14. 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.



SALT LAKE COUNTY RECORDER

Lot and Parcel Numbers for WILLOWS OF HOLLADAY PUD AMD

Parcel Number	Lot/Unit	Value	Block/Building	Value	Non Standard Type	Plat Entry Number	Plat Book	Plat Page	Obsolete?	Jurisdiction	ZipCode	Propert
22164070050000			LOT	19		6822156	9712P	366	YES			
22164070060000			LOT	20		6822156	9712P	366	YES			
22164070070000			LOT	19A		6822156	9712P	366		HOLLADAY	84121	1887 E INNSBI
22164790240000			LOT	18		6822156	9712P	366		HOLLADAY	84121	1893 E INNSBI
22164790250000			LOT	17		6822156	9712P	366		HOLLADAY	84121	1901 E INNSBI
22164790260000			LOT	16		6822156	9712P	366		HOLLADAY	84121	1905 E INNSBI
22164790270000			LOT	13		6822156	9712P	366		HOLLADAY	84121	6008 S LAKE F
22164790280000			LOT	15		6822156	9712P	366		HOLLADAY	84121	1911 E INNSBI
22164790290000			LOT	14		6822156	9712P	366		HOLLADAY	84121	6016 S LAKE F
22164790300000			LOT	12		6822156	9712P	366		HOLLADAY	84121	6007 S LAKE F
22164790310000			LOT	11		6822156	9712P	366		HOLLADAY	84121	6011 S LAKE F
22164790320000			LOT	10		6822156	9712P	366		HOLLADAY	84121	6019 S LAKE F
22164790330000			LOT	6		6822156	9712P	366		HOLLADAY	84121	6004 S ALBER'
22164790340000			LOT	7		6822156	9712P	366		HOLLADAY	84121	6006 S ALBER'
22164790350000			LOT	8		6822156	9712P	366		HOLLADAY	84121	6010 S ALBER'
22164790360000			LOT	9		6822156	9712P	366		HOLLADAY	84121	6018 S ALBER'
22164790370000			LOT	5		6822156	9712P	366		HOLLADAY	84121	6003 S ALBER'
22164790380000			LOT	4		6822156	9712P	366		HOLLADAY	84121	1951 E INNSBI
22164790390000			LOT	3		6822156	9712P	366		HOLLADAY	84121	1955 E INNSBI
22164790400000			LOT	2		6822156	9712P	366		HOLLADAY	84121	1959 E INNSBI
22164790410000			LOT	1		6822156	9712P	366		HOLLADAY	84121	1965 E INNSBI
22164840010000			LOT	21		6822156	9712P	366		HOLLADAY	84121	1890 E INNSBI
22164840020000			LOT	22		6822156	9712P	366		HOLLADAY	84121	1898 E INNSBI
22164840030000			LOT	23		6822156	9712P	366		HOLLADAY	84121	1904 E INNSBI
22164840040000			LOT	24		6822156	9712P	366		HOLLADAY	84121	1908 E INNSBI
22164840050000			LOT	25		6822156	9712P	366		HOLLADAY	84121	1912 E INNSBI
22164840060000			LOT	26		6822156	9712P	366		HOLLADAY	84121	1916 E INNSBI
22164840070000			LOT	27		6822156	9712P	366		HOLLADAY	84121	6034 S OSLO I
22164840080000			LOT	28		6822156	9712P	366		HOLLADAY	84121	6042 S OSLO I
22164840090000			LOT	29		6822156	9712P	366		HOLLADAY	84121	6048 S OSLO I
22164840100000			LOT	30		6822156	9712P	366		HOLLADAY	84121	6054 S OSLO I
22164840110000			LOT	34		6822156	9712P	366		HOLLADAY	84121	6035 S OSLO I
22164840120000			LOT	33		6822156	9712P	366		HOLLADAY	84121	6043 S OSLO I
22164840130000			LOT	32		6822156	9712P	366		HOLLADAY	84121	6049 S OSLO I
22164840140000			LOT	31		6822156	9712P	366		HOLLADAY	84121	6057 S OSLO I
22164840150000			LOT	35		6822156	9712P	366		HOLLADAY	84121	6028 S CALGA
22164840160000			LOT	36		6822156	9712P	366	YES			
22164840160000			LOT	36		6822156	9712P	366	YES			
22164840170000			LOT	37		6822156	9712P	366		HOLLADAY	84121	6036 S CALGA
22164840180000			LOT	40		6822156	9712P	366		HOLLADAY	84121	6025 S CALGA
22164840190000			LOT	39		6822156	9712P	366		HOLLADAY	84121	6029 S CALGA
22164840200000			LOT	38		6822156	9712P	366		HOLLADAY	84121	6033 S CALGA
22164840210000			LOT	41		6822156	9712P	366		HOLLADAY	84121	1962 E INNSBI
22164840220000					AREA	6822156	9712P	366		HOLLADAY	84121	6056 S OSLO I
22164840230000			LOT	36		6822156	9712P	366		HOLLADAY	84121	6032 S CALGA
22164840240000			LOT	36		6822156	9712P	366		HOLLADAY	84121	6034 S CALGA