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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
WESTERN STATES TITLE
REC BY: REBECCA GRAY , DEPUTY

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF THE
ALTA COVE AT WILLOW CREEK PLANNED UNIT DEVELOPMENT

This declaration is made this 28th day of May,
1987 by Busch Corporation, a Utah corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in
Salt Lake County, State of Utah, which is more particularly
described as:

BEGINNING at a point on the South line of Alta Canyon
Drive, said point being South 89°40'33" East along the
section line 1146.85 feet and South 127.305 feet from
the Northwest corner of Section 3, Township 3 South,
Range 1 East, Salt Lake Base and Meridian; thence along
said South line of Alta Canyon Drive South 70°00' East
31.457 feet to a point on the arc of a 600.10 foot
radius curve, the center of which bears North 20°00'
East, and Southeasterly along said curve to the left
through a central angle of 14°00' a distance of 146.63
feet and South 84°00' East 100.00 feet to a point on
the arc of a 399.82 foot radius curve, the center of
which bears South 6°00' West, and Southeasterly along
said curve to the right through a central angle of
1°25'50" a distance of 9.98 feet to the west line of
the amended plat of Quail Valley No. 7 Subdivision;
thence South 1044.61 feet along said west line; thence
South 70°10'00" West 111.85 feet; thence North
80°00'00" West 455.88 feet; thence North 74°41'28" West
165.61 feet; thence North 57°02'37" East 305.70 feet;
thence North 12°02'37" East 300.00 feet; thence North
57°02'37" East 92.99 feet; thence North 12°02'37" East
200.00 feet; thence North 32°57'23" West 100.06 feet;
thence North 12°02'37" East 230.179 feet to the point
of beginning.

NOW, THEREFORE, Declarant hereby declares that all of the
property described above shall be held, sold and conveyed subject

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to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Alta Cove at Willow Creek Homeowners Association, an unincorporated association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Community, including contract sellers, but excluding contract purchasers and those having a security interest.

Section 3. "Community" shall mean and refer to that certain real property hereinbefore described including the R.V. Parking.

Section 4. "R.V. Parking" shall mean all real property (including the improvements thereto) designated as Parcel A on the recorded plat. The R.V. Parking shall be sold to some of the Owners each of whom will acquire an undivided fee interest in the R.V. Parking, together with a right to use an assigned, numbered parking stall. The R.V. Parking shall be used solely to

store and park recreational vehicles and other motor vehicles as more specifically set forth in Section 12, Article VII.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Community with the exception of the R.V. Parking.

Section 6. "Member" shall mean and refer to every Owner holding membership in the Association.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Owner shall notify the Association of his purchase of a lot within thirty (30) days after closing the purchase of the Lot. Failure to so notify the Association shall relieve the Association from all duties to give the Member any notices required herein.

Section 2. Voting. The Association shall have the following two classes of membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant. Each Member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members and they should determine how their one vote shall be cast.

Class B. The Class B Member is the Declarant and shall be entitled to three (3) votes for each Lot owned. The

Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or by March 31, 1992, whichever occurs first.

ARTICLE III

R.V. PARKING

Section 1. Sale of Undivided Interest in R.V. Parking. The Declarant shall establish 27 parking stalls in the R.V. Parking. Declarant shall sell the 27 stalls to those Owners who elect to purchase a stall or stalls until all the stalls are sold. The R.V. Parking Owners shall purchase an undivided fee simple interests in the R.V. Parking, together with the exclusive right to use and enjoy a designated parking stall and the non-exclusive right of ingress and egress over that portion of the R.V. Parking not used for parking stalls.

Section 2. Effect of Declaration. All covenants, conditions, restrictions, easements and provisions in this Declaration shall bind the owners of the R.V. Parking with respect to the R.V. Parking.

Section 3. R.V. Parking Committee. The Association shall designate a committee to govern the R.V. Parking and the R.V. Parking owners. This committee shall be responsible for, among other things, assessing the Owners of the R.V. Parking on a yearly basis. This yearly assessment shall be used to pay the R.V. Parking property taxes, and to improve, repair, replace,

administer, and maintain the R.V. Parking. In the event the R.V. Parking committee fails to assess or collect the funds needed to pay the R.V. Parking property taxes or other costs of maintenance or improvement, the Association shall have the right, in accordance with the Association's powers under Article V, to assess Owners of the R.V. Parking for repairs to the R.V. Parking and to perform such repairs and maintenance as may be necessary.

Section 4. Delegation of Use. Any Owner may sell or delegate his right to enjoyment in his interest in the R.V. Parking to the Members of his immediate family, his tenants of his Lot, or contract purchasers of his Lot. This right to sell and delegate is limited to those persons who own the Lot; provided, however, the Owner may rent his rights in the R.V. Parking to residents of the Community.

Section 5. Conveyance of R.V. Parking Interests. Any instrument conveying or encumbering title to a Lot owned by an Owner of an undivided interest in the R.V. Parking shall describe his interest or estate in the R.V. Parking substantially as follows:

Together with the Grantor's 1/27th undivided fee simple interest in Parcel A and the exclusive right and easement to use and enjoy Parking Stall No. _____ and a non-exclusive right of way of ingress and egress thereto.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Each Owner has a right and easement of enjoyment in the Community's scenic and

aesthetic condition. Except for the Declarant, this right and easement shall be subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the maintenance and repair of an Owner's Lot and all improvements thereon, should the Owner fail to maintain and repair his Lot;

(b) the right of the Association to promulgate bylaws, rules and regulations;

(c) the right of the Association to suspend an Owner's voting rights for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

Each Owner shall have the right to vote on the conditions or activities occurring on the R.V. Parking adversely affecting the aesthetics of the Community or the health, safety, and welfare of the residents in the Community.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Community, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association special assessments to enforce the covenants of this Declaration within the limits of Section 2 of this Article.

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The owners of R.V. Parking hereby covenant to pay to the Association or its designated R.V. Parking committee annual assessments or charges as set forth in Article III. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Any assessment shall also be a continuing lien against an R.V. Parking Owner's interest in the R.V. Parking. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Although a lien for a delinquent sum cannot be released and may be foreclosed, the personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments which the R.V. Parking committee levies upon the R.V. Parking Owners relative to the R.V. Parking shall be used exclusively to improve, repair, replace, administer, and maintain the R.V. Parking. Special assessments which the Association may, if necessary, levy against all Owners shall be used as follows:

- (1) to enforce this Declaration including, without limitation, repairs to buildings and landscaping; and
- (2) subject to approval from Sandy City or other applicable governmental body to improve and maintain the

streets, walkways, lighting, and landscaped buffers as shown on the recorded plat; and

(3) to improve, repair, and maintain the R.V. Parking in the event the R.V. Parking Committee and R.V. Parking Owners fail to do so;

(4) to promote the aesthetics, health, safety, and welfare of the Community and its residents.

The Association shall have the right, but not the duty, to levy assessments and to cause the monies collected from such assessments to be used for the purposes set forth in this Section and this Declaration.

Section 3. Special Assessments for Capital Improvements and Repairs. The Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any painting, repairing, replacing, constructing, and caring of roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, walkways, fences, and other exterior or capital improvements. Such exterior maintenance shall not include glass surfaces. Other special assessments may arise pursuant to Section 2 of this Article. Any such special assessment shall have the consent of two-thirds (2/3) of the votes of the Association Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the

purpose of taking any action authorized under Section 3 shall be sent to all Members not less than 15 days nor more than 45 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the Association membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Uniform Rate of Assessment. In the event there are either annual or special assessments or both, then such assessments must be fixed at a uniform rate for all applicable Lots and may be collected on a monthly basis.

Section 6. Special Assessments. The governing body of the Association shall fix special assessments in the manner provided by Sections 3, 4, and 5 of this Article.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18 percent per annum. The Association may foreclose the lien against an Owner's Lot (and the Owner's interest in the R.V. Parking if applicable) or bring an action at law against the Owner personally obligated to pay the same so long as such action does not violate Utah's "one-action" rule. No Owner may waive or

otherwise escape liability for the assessments provided for herein by non-use of the R.V. Parking or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages; Notices.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage provided the mortgagee has no actual or constructive notice of the unpaid, delinquent assessment. Sale or transfer of any Lot shall not affect the assessment lien. The Association may file a Notice of Assessment Lien for any assessment not paid when due. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

ARCHITECTURAL CONTROL

Except as provided in this Declaration, no building, fence, wall, greenhouse, swimming pool, or other structure, or landscaping (front and side yards only) shall be commenced, erected or maintained upon the Community, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the governing body of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Association's governing body.

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ARTICLE VII

USE RESTRICTIONS

Section 1. Land Use and Building Type. Except for construction purposes by Declarant or Declarant's agents, buildings shall be erected, altered, repaired, restored, replaced or permitted to remain on any Lot for single family residential purposes only and for no other purpose. No building shall exceed two and one-half (2 1/2) stories in height and each residential building shall have a two (2) car garage, no more no less. All roofs shall be shake shingle. The exterior building product of the Community shall be at least one-third (1/3) masonry. No other exterior building product shall exceed one-third (1/3) of all other types used in the Community. No structure or improvement shall be built on any area of a Lot which has a slope equal to or in excess of thirty percent (30%) without first obtaining Sandy City's approval pursuant to its Hillside Ordinance. Building set backs shall be as follows:

(a) The minimum set back for front and back yards for Lots 25 to 35 shall be 15 feet; the minimum set back for all other Lots in the Community shall be 20 feet.

(b) The minimum set back for side yards for all Lots shall be eight feet; provided, however, that a corner of a residential structure and a chimney may encroach within the set back limitation for side yards up to two feet. This

provision is not applicable to that portion or side of a building built by Declarant directly on or near a lot line. No alterations may be made to the top, side or front of a residential structure.

Section 2. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the R.V. Parking. However, dogs, cats, and other common household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred, or maintained for profit. No animals shall be allowed to run loose outside in the Community at any time; provided, however, that an Owner may have one dog or cat on a leash or in the backyard of his Lot.

Section 3. Fences. In order to promote a more pleasing and attractive Community for the benefit of all the Owners, no chain-link fence shall be permitted on any Lot. A wrought iron fence is permitted on Parcel A only. Owners may construct, without first obtaining approval of the Architectural Committee, masonry or cedar fences that are of the same quality, type and stain as those fences built by the Declarant. Fences shall not exceed six feet in height except on Parcel A. Masonry fences may exclude pilasters. All cedar fences shall be stained with the same type, quality and color of stain used originally by Declarant. An Owner's plans and specifications for a proposed fence that deviates from the quality and type built by Declarant shall be approved by the Architectural Committee prior to being built.

Many residential structures in the Community will be built on or near one of a Lot's two side Lot lines. A fence may be constructed upon this Lot line up to and not beyond any portion of the structure resting on or near this Lot line. No fence shall be constructed or installed so as to encroach upon or interfere with any adjoining Lot, the R.V. Parking, or in the front yard area. Each Owner of Lots 28 through 36 may build a fence as provided herein along his Lot's side Lot lines up to but not on the thirty percent (30%) slope area. Each Owner of Lots 28 through 36 may construct a fence along the south end of his lot only after obtaining written approval from Sandy City and, if required, the Architectural Committee.

Section 4. Initial Landscaping. In accordance with the site and landscaping plan prepared by the Declarant and approved by Sandy City Planning Commission, Declarant shall landscape the front and side yard(s) up to the overlapping fence barriers of each Lot. Landscaping shall include, without limitation, a sprinkling system, berming and foliage, and fences along the Community's perimeter and the overlapping fence barriers attached to the house on each Lot.

Declarant will market and sell the Lots in phases. Within ninety (90) days of completion of the last home in any single phase and weather permitting, Declarant shall landscape all the Lots in that phase.

Declarant, after initial landscaping, shall have no duty to maintain, repair or replace the landscaped areas, and it shall be

the continuing duty of the respective Owners to maintain, repair, and replace the landscaped areas including, without limitation, trees, fences, bushes and sprinkling systems on and around their individual Lots. Owner's replacement of foliage, trees, grass, bushes, etc. in the landscaped area shall be of the same or similar type and quality as the original landscaping. Within three years of the original purchase of a Lot from Declarant, the Owner shall, at his expense, landscape his backyard.

Section 5. Failure to Maintain. In the event any Owner of any Lot shall fail to maintain the Lot and the improvements situated thereon in a satisfactory manner, the Association, after approval by two-thirds (2/3) vote of the Association's governing body, shall have the right, through its agents and employees, to enter upon the Lot to landscape, repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such landscaping and exterior maintenance shall be added to and become part of the special assessment to which that Lot and its Owner are alone subject.

Section 6. Easements. Easements for installation and maintenance of utilities and drainage facilities may be reserved by being shown on the recorded plat of the Community. With the exception of Declarant's placement of fencing, landscaping, and residential structures within any such easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of or

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obstruct the flow of drainage channels in the easements. Further, each Owner, whose house rests on or near his Lot line, shall have a six (6) foot easement of ingress and egress over the adjoining Lot for the purpose of maintaining and repairing the portion of his house resting on or near the Lot line; the Association shall have the same easement. The Lot Owners shall continuously maintain any easement area within their respective Lots and all improvements therein except for those improvements for which a public authority or utility company is responsible.

Section 7. Drainage. With the exception of Declarant's placement of fencing, landscaping, and residential structures, no structure or other obstacle shall be erected, placed, or permitted to remain on any Lot in such a way as to interfere with the established drainage pattern over the Lot to and from adjoining land; or, in the event it becomes necessary to change the established drainage over a Lot, Owners shall make adequate provision for proper drainage.

Section 8. Signs. No sign of any kind shall be displayed to the public view on any Lot except: (1) signs used by the Declarant or a builder to advertise the Community and Lots for sale during the construction and sales period for Lots in the Community; or (2) one sign of not more than five (5) square feet advertising an Owner's Lot for resale or rent.

Section 9. Nuisances. No noxious or offensive activity shall be carried on any Lot, nor shall anything be done thereon

which may be or may become an annoyance or nuisance to the Community.

Section 10. Garbage, Refuse Disposal and Weeds. No Lot shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Each Lot shall be kept free from weeds and other unsightly objects and conditions.

Section 11. Excavations and Completing Improvements. No excavation shall be made on any Lot except in connection with the erection, alteration or repair of a dwelling or other improvement thereon. When excavating or the erection, alteration or repair of a structure or other improvement has once begun, the work must be prosecuted diligently and completed within a reasonable time but never longer than six months.

Section 12. Personal Property; Vehicles. Lot Owners shall store their personal property including, without limitation, boats, recreational vehicles, automobiles, trucks, campers, motorcycles, or other motor vehicles inside their residential structures and not upon any Concrete Pads outside their residential structures or on any streets within the Community; provided, however, that recreational vehicles and other motor vehicles may be stored by R.V. Parking Owners on the R.V. Parking.

Section 13. Temporary Buildings. Except for temporary buildings erected by Declarant, no tents, trailers, vans, shacks, tanks, or temporary accessory buildings or structures shall be

erected or permitted to remain on any Lot without the written consent of the Association.

Section 14. Antennae. No aerial or antenna or satellite dish shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building thereon without the written consent of the Architectural Committee.

Section 15. Concrete Pads. No concrete pads shall be constructed except for the driveway, garage or patio. Use of such pads shall not violate Section 12 of Article VII.

Section 16. Mineral Development. No oil drilling, oil development operations, oil refining, coring, or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels nor mineral excavations or shafts be permitted upon the surface of any Lot. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 17. No Subdividing. Except for Declarant, no Owner shall sell, transfer, convey, dedicate, or encumber a portion of his Lot to another.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. Any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter existing in this Declaration. The Association shall have these same rights, together with the right to enforce any lien or charge now

or hereafter imposed by provisions in this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first two (2) years by an instrument signed by a majority of the Lot Owners and during the next eighteen (18) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Successors and Assigns. The Declarant may convey, assign, and transfer all of its rights, title and interest in the Community and this Declaration without objection from any person or entity including the Owners.

Section 5. Exception for Declarant. Notwithstanding the restrictions contained in Article VII, for a five (5) year period following the date on which this Declaration is filed for record

in the office of the County Recorder of Salt Lake County, Utah, Declarant shall have the right to use any Lot or part of the R.V. Parking owned by it, reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement of the R.V. Parking or improvement and/or sale of all Lots owned by Declarant.

Section 6. Request for Notice of Default and Sale. The Declarant hereby requests that a copy of any notice of default and notice of sale by any holder of a trust deed for any Lot in the Community be mailed to it and the Association.

IN WITNESS WHEREOF, the Declarant executed this Declaration the day and year first above written.

BUSCH CORPORATION
Declarant

By [Signature]
its 1985

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

On the 28th day of May, 1987, personally appeared before me Robert R. Busch, who being by me duly sworn did say that he is the President of Busch Corporation, and that this instrument was signed on behalf of Busch Corporation by authority of its by-laws, and said Robert R. Busch acknowledged to me that said Busch Corporation executed the same.

NOTARY
My commission expires:
9-9-89

[Signature]
Notary Public
Residing at S.C. Utah

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