

4709765

3600

4709765
05 DECEMBER 88 04:19 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
NORMAN W. OLSEN
8343 S 3375 E
SLC, UTAH 84121
REC BY: JEDD BOGENSCHUTZ, DEPUTY

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WALKER WOODS LANE SUBDIVISION

THIS DECLARATION made and executed this the 5 day of December, 1988, by NORCY CORPORATION, a Utah Corporation in its capacity as a sole general partner of the WOODS ON WALKER LANE, a Utah Limited Partnership, hereinafter referred to as "eclarant".

RECITALS:

A. Declarant is the record owner of a certain tract of property more particularly described in Article II of this Declaration.

B. Declarant desires to provide for the preservation of the values and amenities of the Property and for the maintenance and beautification of the street which serves the subdivision. To this end, and for the benefit of the Property and of the owners thereof, Declarant desires to subject the property described in Article II of this Declaration and the various lots contained within the entire tract hereinafter described to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

C. Declarant deems it desirable for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the power to take title to and maintain and improve the road servicing the subdivision, and to collect and disperse the assessments and charges hereinafter provided for, and to otherwise administer and enforce the provisions of this Declaration. For this purpose Declarant has, in conjunction with the recordation of this Declaration, caused or will cause to be incorporated under the laws of the State of Utah a nonprofit corporation known or to be known as THE WALKER WOODS LANE HOMEOWNERS' ASSOCIATION.

NOW THEREFORE, Declarant hereby covenants, agrees and declares that all of the property described in Article II hereof shall be held, transferred, sold, conveyed, occupied, and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations, and lien hereinafter set forth.

I. DEFINITIONS

1.1. Association shall mean and refer to The Walker Woods Lane Homeowners' Association, a Utah nonprofit corporation.

NOV 6086 PM 1811

1.2. Board shall mean and refer to the Board of Trustees of the Association as duly elected in accordance with the terms and conditions of the Articles of Incorporation and Bylaws of the Association.

1.3. Street or Road shall mean and refer to that part of the Property which is not included with the individual Lots and which is owned by the Association and which was reserved by the Declarant on the Plat for the common use by the owners for ingress and egress into the subdivision, for pedestrian and vehicular traffic together with all improvements thereon and all easements appurtenant thereto including but not limited to private utility lines and personal property owned by the Association when the context so requires.

1.4. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

1.5. Development shall at any point in time mean, refer to, and consist of the Subdivision then in existence.

1.6. Living Unit shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on or with respect to the Lot concerned which are used in connection with such residence.

1.7. Lot shall mean and refer to any one of the separately numbered and individually described plots of land described on a Plat: (a) which is intended to be owned individually, rather than by an association of Owners; and (b) which is intended to be used as the site of a single Living Unit.

1.8. Member shall mean and refer to every person who holds a membership in the Association.

1.9. Mortgage shall mean any mortgage, deed of trust or trust deed or the act of encumbering any Lot or any property by a mortgage, trust deed or deed of trust.

1.10. Mortgagee shall mean any person named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

1.11. Owner shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of

trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.12. Parcel shall mean and refer to the Property which is subject to this Declaration, which is filed for record in the office of the County Recorder of Salt Lake County, Utah, is separately subjected to the terms of this Declaration with the intention that it shall thereby comprise the Development. The real property described in Article II of this Declaration constitutes the Parcel.

1.13. Plat shall mean and refer to any subdivision plat, any plat of a planned unit development, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Lots; (c) on which or in an instrument recorded in conjunction therewith there is expressed the intent that the Subdivision created by the Plat shall comprise the Development; and (d) which is filed for record in the office of the County Recorder of Salt Lake County, Utah. Recorded concurrently with this Declaration is a Subdivision Plat of Walker Woods Lane Subdivision, and executed and acknowledged by Declarant on December 5 1988, 1988, and creating separately numbered Lots. Said subdivision plat constitutes a Plat.

1.14. Property shall mean and refer to all of the real property which is covered by a Plat.

1.15. Subdivision shall mean and refer to the entire residential development which is created and covered by a Plat.

II PROPERTY DESCRIPTION

The Property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration consist of the following described real property situated in Salt Lake County, State of Utah:

BEGINNING at a point that is South $89^{\circ}25'40''$ East 2852.09 feet and South $00^{\circ}04'42''$ West 25.00 feet from a monument at the intersection of Walker Lane and Highland Drive, said point also being North $00^{\circ}04'42''$ East 2230.621 feet from the Center of Section 15, Township 2 South, Range 1 East Salt Lake Base and Meridian; thence South $00^{\circ}04'42''$ West 1067.993 feet along the section line to the Northeast Corner of Lot 2, Cottonwood Estates Subdivision (No. 18-26041), a recorded subdivision found in the Salt Lake County Recorder's office, recorded February 2, 1962 in Book X, page 89; thence along said Cottonwood Estates North $89^{\circ}51'10''$ West 577.26 feet to the Northwest Corner of Lot 1 and the East right-of-way line of Cottonwood Lane; thence along said Cottonwood Lane right-of-way

line North $00^{\circ}02'50''$ East 1064.28 feet to the South right-of-way line of Walker Lane; thence along said South right-of-way of Walker Lane South $89^{\circ}25'40''$ East 201.43 feet, thence North $82^{\circ}39'39''$ East 58.113 feet; thence South $89^{\circ}25'40''$ East 318.797 feet to the point of beginning. Containing 14.146 acres more or less. Basis of bearing being the center line of Walker Lane, which has a bearing of South $89^{\circ}25'40''$ East.

EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located outside the lots included with the above-described tract; provided, however, that lines and systems specifically conveyed to the Association by Declarant shall not be included within this exclusion.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct a Living Unit on each and every lot; and (ii) to improve, landscape and beautify the road and any walkways servicing the subdivision. Declarant's reservation, unless sooner terminated in accordance with its terms, shall expire five (5) years after the date upon which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

III. MEMBERSHIP AND VOTING RIGHTS

3.1. Membership. Every owner shall be a member of the Association. Membership in the Association shall be mandatory and shall be appurtenant to the lot in which the owner has the necessary interest, and shall not be separated from the lot to which it appertains.

3.2. Voting Rights. Declarant shall have the sole and exclusive right to cast all votes on behalf of the Association until such time as the Declarant shall have, (a) completed all of the improvements on the roads servicing the subdivision and sold all of the lots within the subdivision, or (b) at the expiration of five (5) years after the date on which this Declaration is filed for record in the Office of the County Recorder of Salt Lake County, Utah. Subsequent to the time as the first of the foregoing conditions have been met each member of the Association shall then be entitled to one vote for each lot in which the interest required for membership in the Association is held. In no event, however, shall more than one vote exist with respect to any lot.

3.3. Multiple Lot Ownership Interests. In the event there is more than one owner of a particular lot, the vote relating to such lot shall be exercised as such owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the lot concerned unless an objection is immediately made by another owner of the same lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

3.4. Record of Ownership. Every owner shall promptly cause to be duly filed of record the conveyance document (or in the case of contract buyer, a copy of the sales contract) to him of his lot. Each owner shall file a copy of such conveyance document (or contract) with the secretary of the Association with a transfer fee of \$25.00, who shall maintain a record of ownership of the lots. Any owner who mortgages his lot or any interest therein by a mortgage herein shall notify the secretary of the Association of the name and address of the mortgagee and also of the release of such mortgage; and the secretary of the Association shall maintain all such information in the records of ownership. Any cost incurred by the Association in obtaining the information about an owner as specified herein which is not furnished by such owner shall nevertheless be at the expense of such owner, and shall be reimbursed to the Association as a "Reimbursement Assessment" in accordance with the provisions of Section 5.5.

IV. PROPERTY RIGHTS TO THE STREET

4.1. Easement of Enjoyment. Each member shall have a right and easement of use and enjoyment in and to the private street servicing the subdivision. Such right and easement shall be appurtenant to and shall pass with title to each lot and in no event shall be separated therefrom. Any member may delegate the right and easement of use and enjoyment described herein to any family member, tenant, lessee or contract purchaser who resides on such member's lot.

4.2. Form for Conveyancing. Any deed, lease, mortgage, deed of trust or other instrument conveying or encumbering title to a lot shall describe the interest or estate involved substantially as follows:

Lot No. _____, contained in the Walker Woods Lane Subdivision as the same is identified in the plat recorded in Book No. _____, at Page _____, and in the "Declaration of Covenants, Conditions and Restrictions of the Walker Woods Lane Subdivision" as recorded in Book No. _____, at Page _____, of the official records of the Salt Lake County Recorder. TOGETHER WITH a right and

BOOK 6086 PAGES 1815

easement of use and enjoyment in and to the private street described and provided for in said Declaration of Covenants, Conditions and Restrictions and in the subdivision map in the official record of the Salt Lake County Recorder.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a lot.

4.3. Transfer of Title. Declarant agrees to convey to the Association title to the street servicing of the subdivision clear of all liens (other than liens of current general taxes and the liens of any assessment, charges, or taxes imposed by governmental or quasi-governmental authorities), as the improvements on the roadway become substantially completed.

4.4. Limitation on Easement. A member's right and easement of use of the private street shall be subject to the following:

(a) The right of the Architectural Control Committee to approve and designate the point of access from a lot to the private street in accordance with the requirements of Article VIII.

(b) The right of the County of Salt Lake and other governmental or quasi-governmental body having jurisdiction over the property to access and rights of ingress and egress over and across the street servicing the subdivision for the purposes of providing police and fire protection transporting school children, and providing other governmental or municipal services; and

(c) The right of the Association to dedicate or transfer all or any part of the private street servicing the subdivision and any sewer, water, or storm drain trunk lines to any public agency or authority for such purposes and subject to any conditions as may be agreed upon by the Association. Any such dedication or transfer must, however, be asserted to by (i) all the holders of first mortgages secured by lots and (ii) by two-thirds (2/3) of the vote of the membership, which members are present in person or by proxy are entitled to cast a ballot at a meeting duly called for that purpose written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to members at least ten (10) days but not more than thirty (30) days prior to the meeting date.

V. ASSESSMENTS

5.1. Personal Obligation and Lien. Each owner shall, by acquiring or in any way becoming vested with his interest in a lot, be deemed to covenant and agree to pay to the Association the annual and special assessments described in this Article, together with the hereinafter provided for interest and costs of collection.

6086 RES 1516

All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the owner of such lot at the time the assessment falls due. No owner may exempt himself or his lot from liability for payment of assessments by waiver of his rights concerning the use of the street servicing the subdivision, or by abandonment of his lot. In a voluntary conveyance of a lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorney's fees, which shall be a charge on the lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

5.2 Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of providing access over the street servicing the subdivision, including but not limited to the maintenance of said street, snow removal, and the appearance and aesthetics of the development. The use made by the Association of funds obtained from assessments may include, but is not limited to, payment of the cost of taxes and insurance on the street servicing the subdivision or any of the amenities and landscape constructed or made a part thereof; maintenance, repair, and improvement of the street; establishing and funding a reserve to cover major repairs or replacement of the improvements on the streets servicing the subdivision; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or its Articles of Incorporation.

5.3. Maximum Assessment. As of the date set under Section 5.6, each lot shall be subject to an annual assessment of not more than \$250. Until such time as (a) the road servicing the subdivision shall have been completed and the lots contained in the subdivision shall have been sold by declarant or (b) a period of five (5) years shall have elapsed after 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 power to increase or decrease the maximum annual assessment, provided, that any such increase shall not be greater than the total of the actual cost expended in the prior year for maintaining the street servicing the subdivision plus ten percent (10%). Subsequent to the time that the first of the foregoing conditions have been met the annual assessment may be increased or decreased so long as the change is assented to by not less than a majority of the members present in person or represented by proxy at a meeting duly called for such purpose written notice setting forth the purpose of the meeting shall be sent to all members at least ten (10) days but not more than thirty (30) days prior to the meeting date. The Board of Trustees of the Association may from time to time and in its discretion set the amount of the annual assessment at any sum not in excess of the then applicable maximum amount.

B304 6086 Pgs. 1817

5.4. Special Assessment. From and after the date set under Section 5.6, and subsequent to (a) the completion of the street servicing the subdivision and the sale of all of the lots in the subdivision by Declarant or (b) at the expiration of five (5) years after the date on which this Declaration is filed for record in the Office of the County Recorder of Salt Lake County, Utah, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being paid from the funds generated by annual assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repair or replacement in connection with the street servicing the subdivision. Any such special assessment must be assented to by not less than a majority of the members other than the Declarant present in person or represented by proxy are entitled to cast at a meeting duly called for that purpose. Written notice setting forth the purpose of the meeting shall be sent to all members at least ten days (10) but not more than thirty (30) prior to the meeting date.

5.5. Uniform Rate of Assessment. Annual and special assessments shall be fixed at a uniform rate for all lots, provided that until such date as Declarant closes the sale of a lot, the annual assessments attributed to such lot shall be one-half (1/2) the regular annual assessment.

5.6. Annual Assessment Due Date. The annual assessments provided for hereunder shall commence as to all lots on the date a deed is delivered to the purchaser of a lot, or if the sale is made by way of a contract of sale, on the date the contract is executed by the parties thereto, or the date of occupancy, or the date the owner actually takes possession of the lot, which ever occurs first. Annual assessments shall be paid in advance. The first annual assessment shall be adjusted and prorated according to the number of days remaining in the year of conveyance, contract or occupancy as the case may be. Annual assessments subsequent to the first annual assessment (provided that conveyance, the contract or occupancy did not commence on January 1st) shall be due on January 1st of each and every year. At least fifteen (15) days prior to the effective date of any change in the amount of the annual assessment, the Association or the Declarant, as the case may be, shall give each owner written notice of the amount and the first due date of the assessment concerned.

5.7. Certificate Regarding Payment. Upon the request of any owner or prospective purchaser or encumbrancer of a lot the Association shall issue a certificate stating whether or not all assessments respecting such lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

5.8. Effect of Nonpayment, Remedies. Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection be, constitute and remain a continuing lien on the affected lot; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the lot recorded prior to the date any such assessments became due. If the assessment is not paid within sixty (60) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum and the Association may bring an action either against the owner who is personally liable or to foreclose the lien against the lot. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs, and each and every expense incurred by the Association in enforcing its rights.

5.9. Tax Collection by County Authorized. It is recognized that under this Declaration of Covenants, Conditions, and Restrictions, the Association will own the street that services the subdivision and that it will be obligated to pay property taxes to Salt Lake County. It is further recognized that each owner of a lot as a member of the Association will be required to reimburse the Association for his pro-rata share of such taxes paid. Notwithstanding anything to the contrary contained in this Declaration, Salt Lake County shall be authorized and may at its election collect such pro-rata share of taxes directly from each lot owner by inclusion of said share with the tax levied on each lot, in which event an adjustment may be made among the various lot owners for any amount paid directly to Salt Lake County.

VI. DUTIES AND POWERS OF THE ASSOCIATION

6.1 Duties of the Association. Without limiting any other duties which may be imposed upon the Association; by its Articles of Incorporation or this Declaration; the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the owners and the maintenance and improvement of the property:

- a. The Association shall accept all owners as members of the Association.
- b. The Association shall accept title to the street servicing the subdivision as conveyed to it by Declarant.
- c. The Association shall maintain, repair, and as necessary replace all improvements to the street servicing the subdivision, including but not limited to the maintenance of all exterior trees and shrubs and grass or other street improvements, and to remove snow from the street servicing the subdivision and any walkways that may be constructed on or along the street easement.

d. To the extent not assessed to or paid by the owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the street servicing the subdivision, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

e. The Association shall obtain and maintain in force the policies of insurance required by the provisions of this Declaration.

f. The Association shall have the power to employ any responsible subcontractor to perform any of the duties and responsibilities imposed upon the Association by this Declaration or the Articles of Incorporation of said Association. The Association shall also have the power to employ a managing agent who shall at all times be subject to the direction by the Board of Trustees. Any agreement appointing a managing agent shall be terminable by either party, with or without cause and without payment of any termination fee, upon thirty (30) days written notice thereof; and the term of such agreement shall not exceed the term of one year and may be renewable by agreement of the parties for successive one year periods. Any managing agent shall be an independent contractor and not an agent or employee of the Association.

6.2. Powers and Authority of the Association. In addition to the powers given to the Association by its Articles of Incorporation, Bylaws, Statutes of the State of Utah, and this Declaration of Covenants, Conditions, and Restrictions, the Association shall have the following additional powers:

a. The Association shall have the power and authority at any time and from time to time without liability to the owner for trespassed damage or otherwise to enter upon the lot for the purposes of maintaining, reconstructing or repairing the road servicing the subdivision or any improvements thereon.

b. The Association shall have the power to maintain actions and suits to restrain or enjoin any breach or threatened breach of this Declaration or any rules or regulations promulgated by its Board of Trustees, or to enforce any mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations.

6.3. Association Rules. The Board may from time to time and subject to the provisions of this Declaration, adopt, amend, repeal and enforce rules and regulations governing among other things: (a) the use of the street and the utility easement contained thereon; (b) the collection and disposal of refuse; (c) the maintenance of animals on the property; (d) the use of living units for business or rental purposes; and (e) other matters concerning the use and enjoyment of the property and the conduct of residents and their guests. The Board may also adopt additional Architectural Guidelines

for the construction of living units. Rules and Regulations and/or Architectural Guidelines adopted by the Board may be enforced in accordance with this Declaration.

6.4. Limitation of Liability. No member of the Board acting in good faith shall be personally liable to any owner, guest, lessee or other person for any error or omission of the Association, its representatives or employees, the Board, any committee, or the managing agent.

6.5. Quorum Requirements. The quorum required for any action by the members hereunder, unless otherwise specifically set forth in this Declaration, shall be as follows: At the first meeting called the presence of members or of proxies entitled to cast sixty percent (60% of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

VII. USE RESTRICTIONS

7.1 Use of the Street Area. The street servicing the subdivision shall be used only in a manner consistent with the community nature and with the use restrictions applicable to lots and living units.

7.2 Use of Lots and Living Units. All lots are intended to be improved with living units and are restricted to such use. No gainful occupation, profession, trade or other non-residential use shall be conducted on any lot or living unit. Each living unit shall be used only as a single-family residence. No lot or living unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other living unit, so as to create a nuisance or interfere with the rights of any owner.

7.3. Building Features and Materials.

(a) Building Location. Each building shall be located such that:

¹²⁰ (i) No building shall be located on any lot nearer than ~~120~~ feet to the front lot line.

(ii) No dwelling shall be located nearer than 15 feet to any interior lot line, except that the combined side yard distances to any interior lot line shall be not less than 45 feet. No dwelling shall be located on any interior lot nearer than 50 feet to the rear of a lot line and accessory buildings may

be located within 10 feet of a rear lot line provided that no accessory building located on the rear of a corner lot shall be closer than 15 feet to the side yard lot line of an adjoining lot.

(iii) For the purposes of this covenant, eaves, steps and open porches shall be considered as a part of a building.

(iv) Due to the irregular configuration of Lots 6, 7 and 8, the Architectural Control Committee shall have the power to grant a variance from the requirements imposed by this paragraph as they relate to front, side and back yard clearances for such lots, provided, that in no event will such variance violate any ordinance or other requirement of any governmental agency having jurisdiction over the subdivision.

(b) Garages. Garages must be fully enclosed, accommodate a minimum of two cars, and be equipped with an automatic garage door opener. Homes and garages shall not be constructed so that the garage opens facing the street. Carports are not acceptable.

(c) Exterior Building Wall Materials. Brick, stone, stucco and wood are permitted for the exteriors of living units and accessory buildings. The use of any other materials for such building shall require the prior approval of the Architectural Control Committee.

(d) Roof Soffit and Facia. Roof, soffit and facia materials shall be restricted to wood shingles, or shakes, slate, tile or other materials approved by the Architectural Control Committee. Asphalt, fiberglass or metal are prohibited except in the case of aluminum which if it is provided with a baked on surface may be used to cover soffit and facia. The use and approval of roof design, soffit and facia material is subject to approval of the Architectural Control Committee.

(e) Accessory Structures. Patio structures, trellises, sunshades, gazebos and other appurtenant materials shall be consistent with the colors, textures and materials approved for the dwelling and shall be integrated into the architecture of the house and subject to the approval of the Architectural Control Committee. Accessory structures as enumerated herein can only be constructed in the backyard areas.

(f) Chimneys. Chimneys may be constructed only of brick, stucco or stone and may not exceed the height required by Salt Lake County. Exposed metal flues are not acceptable with the exception of copper.

(g) Mailboxes. Mailboxes shall be provided and maintained by each property owner. Mailbox location, height, design and color will be provided by the Architectural Control Committee subject to the approval of the United States Post Office.

(h) Fences and Walls. Fencing and walls shall be constructed of stucco, masonry, stone, black chain link or wrought iron. Fences and walls are to be color coordinated with the approved dwelling colors. Individual lot fences and walls may not be constructed at any point closer to the street that services the subdivision than the center point of each side of the home.

(i) Paving. Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, asphalt, quarry tile brick, or paving blocks. Gravel areas are not permitted.

(j) Solar Equipment. Solar panels are to be integrated into roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be screened from view.

(k) Antennas. All antennas are restricted to the attic or interior of the residence. It is mandatory that all homes be pre-wired for cable reception. Satellite dish antennas shall be allowed provided they are screened from view and their location is approved by the Architectural Control Committee. They are not allowed on roofs.

(l) Skylights. Skylights are to be designed as an integral part of the roof. Skylight glazing may not be reflective. Skylight framing shall be copper or colored to match adjacent roofing materials.

(m) Pools, Spas, Fountains, Gamecourts. Pools, spas, fountains and gamecourts shall be located to avoid impacting adjacent properties with light or sound. No gamecourt shall be located in front or side yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses.

(n) Sheet Metal, Flashing and Vents. All sheet metal, flashing, vents and pipes must be colored to match the material to which they are attached or from which they project, with the exception of copper.

(o) Mechanical Equipment. All air conditioning, heating equipment and soft water tanks must be screened from view and insulated for sound attenuation. Air conditioning units are not permitted on roofs or through windows.

(p) Gas and Electric Meters. Meter locations are to be designed into the architecture of the dwelling and screened from view.

(q) Exterior Lighting. Each lot owner may use indirect lighting to provide site and entry driveway lighting. All exterior side lighting is to be indirect. Owners shall be permitted to utilize accent and spotlights with their living units.

(r) Landscape and Preparation Guides. All demolition, clearing, grubbing, stripping of soil, excavation, compaction and grading must be performed within the confines of the owner's lot. All landscaping must be completed concurrent with the completion of the home.

(s) Site Grading and Drainage. Salt Lake County requires that each lot owner retain on his lot, water runoff in accordance with the approved Walker Woods Lane Grading and Drainage Plan submitted by the subdivider in connection with its application for subdivision approval and in accordance with the Walker Lane Storm Drainage Master Plan, including drainage along private streets which will be retained on site. Each lot will be graded for drainage to comply with this requirement.

(t) County and Other Approval. Approval of any improvements by the Architectural Review Committee does not waive the requirement for any other required public agency review or permit approval process. With approval plans, the Architectural Review Committee takes no responsibility for plan conformity to any other criteria than these Architectural Guidelines.

7.4. Landscape Easement. All landscape areas from the mid point of the home on either side to the street which provides access to the subdivision shall be landscaped in grass with trees sparsely planted in the area so that the architecture of each home will always remain visible and in view from the street. No monuments such as hedges or other landscape barriers or fences or walls shall divide the boundary lines between the individual lots. All plans for buildings must include a front and side yard landscape plan. All front and landscape plans shall be subject to review and approval of the Architectural Review Committee.

7.5. Recreational Vehicles. No boats, trailers, large trucks or commercial vehicles belonging to owners or other residents of the property shall be parked within the development, except temporary parking not to exceed 48 hours. No motor vehicles of any kind shall be repaired, constructed, reconstructed upon any lot or the street servicing the subdivision except that these restrictions shall not apply to emergency repairs to vehicles. Any motor or recreational vehicle may be kept upon the premises provided it is kept in an enclosed garage.

7.6. Pets. No animals other than household pets shall be kept or allowed on any lot, in any living unit, or within any part of the common areas. Whenever a pet is allowed to leave a lot, it shall be kept on a leash or in a cage. No animals may be bred for commercial purposes. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. The exterior structure for the care, housing or confinement of any such pets shall be maintained by owner and approved by the Architectural Control Committee and shall be located in the backyard portion of the lot. Any owner or other resident within the development who violates this section shall be subject to such penalties or fines as the Board by resolution or as regulation may provide.

BOOK 6086 PAGES 1824

7.7. Machinery and Equipment. No machinery or equipment of any kind shall be placed, used, operated or maintained in or adjacent to any lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a living unit or appurtenant structures.

7.8. Maintenance and Repair. No living unit, building, structure (including interiors thereof), or landscaping upon any lot shall be permitted to fall into disrepair and, subject to the requirements herein as to approval by the Architectural Control Committee, each such building, structure, or landscaping at all times shall be kept in good condition and as appropriate, adequately painted or otherwise finished by its owner. Such obligation shall extend, but shall not be limited to, the painting, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces.

7.9. Nuisances. No rubbish or debris of any kind shall be placed or permitted by an owner upon or adjacent to any lots, so as to render such lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other owners. No living unit or lot shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other living units or lots. Without any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively for security purposes) shall be located or placed on lots or in living units.

7.10. Right of Entry. During reasonable hours, any member of the Architectural Control Committee or any member of the Board, or any officer or authorized representative of any of them, shall have the right to enter upon and inspect any building site, living unit or lot, and the improvements thereof, to ascertain whether or not the provisions of this Declaration and the rules and regulations of the Board or of the Association have been or are being complied with.

7.11. Signs. No signs whatsoever (including, without limitation, political signs) shall be erected or maintained on any lot except:

- a. Such signs as may be required in legal proceedings
- b. Construction identification and sales promotion signs of a combined total face area of not to exceed 300 square feet for the project and signs not to exceed four hundred thirty-two (432) square inches or less for each living unit. This exception shall be available to the Declarant only until all of the lots in the Development have been sold.
- c. A "For Sale" or "For Rent" sign, to the extent permitted by the Board.

7.12. Trash Containers and Collections. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Board. Insofar as possible, such containers shall be maintained as not to be visible from neighboring lots except to make them available for collection and then only for the shortest time necessary to effect such collection. Each owner must at all times and at his expense provide garbage cans and plastic liners therefor if the same is not provided by the county.

7.13. Enforcement of Land Use Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration:

- a. Declarant, so long as it has any interest in any of the property;
- b. Any owner; or
- c. The Association.

The prevailing party in an action for enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

7.14. Exception for Declarant. Notwithstanding the restrictions contained in this Article VII, for the five (5) years 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 living unit owned by it, and any part of the Street servicing the development, reasonable necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement of the street servicing the development or improvement and/or sale of all lots owned by the Declarant.

VIII. ARCHITECTURAL CONTROL

8.1. Architectural Control Committee. The Architectural control Committee shall consist of three members the function of which shall be to insure that all improvements and landscaping within the property harmonize with existing surroundings and structures. The Committee need not be composed of owners. If such a Committee is not appointed, the Board itself shall perform the duties required of the Committee.

8.2 Appointment or Election of Committee Members. The initial Architectural Control Committee shall be appointed by the Declarant the names and addresses of which are as follows:

BOOK 6086 PAGE 1826

<u>Name</u>	<u>Address</u>
Norman W. Olsen	8343 South 3375 East, Salt Lake City, Utah 84121
Wayne S. Peterson	5288 Havenwood lane, Salt Lake City, Utah, 84117
Nancy S. Olsen	8343 South 3375 East Salt Lake City, Utah 84121

The initial committee shall serve for a period of 5 years after the date on which this Declaration is filed for record in the Office of the County Recorder for Salt Lake County, Utah or until all of lots in the development have been sold by the Declarant, which ever occurs first, there after the members of the Architectural Control Committee shall be elected by Board of Trustees of the Association.

8.3. Submission to Committee. No living unit, accessory or addition to a living unit and no landscape additions and changes shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any living unit, nor of any court enclosure, except as herein otherwise mentioned, shall be performed, unless complete plans and specifications therefor have first been submitted to and approved by the Committee. All such plans and specifications shall be consistent with Architectural Guidelines which shall be from time to time adopted by the Board.

8.4. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction, landscaping and alterations on lots within the property conform to and harmonize with existing surroundings and structures and that such proposed improvements enhance the value and aesthetics of the project.

8.5. Approval Procedure. Any plans and specifications submitted to the Committee shall be submitted on a form provided by the Committee and in triplicate. A preliminary review of design drawings will be required with a final review to be made of working drawings. Upon completion of each review, one set of plans will be retained by the Association, one set will be retained by the reviewing architect (if any) and the remaining set of plans will be returned to the property owner.

The following architectural review fees (made payable to the Association) are required with the submittal of plans and specifications: \$150.00 for architectural, landscaping, fencing and lighting drawings.

BOOK 6086 PAGE 1827

All plans and specifications shall be approved or disapproved by it in writing within fifteen (15) days after submission. In the event the Committee fails to take any action within such period it shall be deemed to have approved the material submitted.

8.6. Address for Submittal. Plans and specifications for the construction and installation of any and all improvements with Walker Woods Lane Subdivision shall be submitted and approved by the Architectural Control Committee (prior to submittal to any required governmental agency) at the following address:

Norman W. Olsen
8343 South 3375 East
Salt Lake City, Utah 84121

The Board of Trustees of the Walker Woods Lane Subdivision Homeowners Association has the authority to change the address for the submittal of plans and specifications.

8.7. Construction.

a. Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion:

(i) The exterior construction of all structures on any lot shall be completed within a period of one (1) year following commencement of construction.

(ii) All landscaping of each lot shall be completed concurrently with the completion of the home.

b. Owners and builders shall clean up all trash and debris on the construction site at the end of each week. Trash and debris shall be removed from each construction site at least once a week to a dumping location off-site of the development. Light-weight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials of the construction site. Owners and builders are prohibited from dumping, burying or burning trash anywhere on the lot. During the construction period, each construction site shall be kept neat and shall be promptly removed from public or private roads, open spaces or driveways.

Each property owner and builder shall be responsible for providing adequate sanitary facilities for his construction personnel. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas approved by the Architectural Control Committee.

Construction crews shall not park on, or otherwise use, other lots or any open space. All construction vehicles and

machinery shall be parked only in areas designated by the Architectural Control Committee.

8.8. Exception for Declarant. The foregoing provisions of this Article VIII shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant on any Lot or on any part of the street servicing the Development and which occurs at any time during the 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.

8.9. Declarant's Obligation. Declarant hereby covenants in favor of each Owner that all Living Units erected by it and all improvements accomplished by it in the Development (i) shall be architecturally compatible with respect to one another; and (ii) that on or before five (5) years from the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah, there shall be substantially completed, the Subdivision, all approximately in the locations shown on the Plat.

IX. RIGHTS OF FIRST MORTGAGEE

Notwithstanding anything to the contrary contained herein, the following provisions shall apply:

9.1. Notice of Default. In the event an Owner neglects for a period of thirty (30) days or more to cure any failure on his part to perform his obligations under this Declaration, the Association shall give written notice of such fact to the holder of any first mortgage covering such Owner's Lot.

9.2. Abandonment, Termination, Etc. Unless all of the holders of first mortgages on the individual Lots have given their prior written approval, neither the Association nor the Owners acting as a group shall be entitled by act, omission or otherwise:

(a) To abandon or terminate the project or to abandon or terminate the arrangement which was established by the Declaration and the Plat of the Project;

(b) To partition or subdivide any Lot or the street servicing the Development;

(c) To abandon, partition, subdivide, encumber, sell, hypothecate, transfer or otherwise encumber all or any part of the street servicing the development except for the creating of easements and similar purposes consistent with the intended use of the street.

(d) To use hazard insurance proceeds resulting from damage to any part of the development for any purposes other than the

repair, replacement, or reconstruction of such improvements.

9.3. Notice of Substantial Damage or Destruction. The Association shall notify all institutional holders of any first mortgage lien or equivalent security interest on a Lot in writing in the event that there occurs any substantial damage to or destruction of any Living Unit or any part of the street servicing the subdivision involving an amount in excess of, or reasonably estimated to be in excess of \$15,000. Said notice shall be given within ten (10) days after the Association learns of such damage or destruction.

9.4. Condemnation or Eminent Domain Proceedings. The Association shall give written notice to all institutional holders of any first mortgage lien or equivalent security interest of any condemnation proceedings or proposed acquisition of a Living Unit or of any portion of the street servicing the subdivision within ten (10) days after the Association learns of the same.

9.5. Hazard Policy to Include Standard Mortgagee Clause. Each hazard policy of the insurance shall include the standard mortgagee clause which either shall be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of mortgagees as their interests may appear, or shall be otherwise endorsed to fully protect the interest of mortgagees. In addition, the mortgagee clause shall provide that the insurance carrier shall notify each mortgagee at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

9.6. Rights Upon Foreclosure of Mortgage. The lien of the assessments provided in section 1, Article V shall be subordinate to the lien of any First Mortgage upon such Lot; and the holder of a first mortgage (or deed of trust) on a lot who comes into possession of the Lot by virtue of foreclosure of such first Mortgage, or in lieu of foreclosure obtains possession by deed or assignment, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments and charges against the Lot which accrue prior to the time such holder comes into possession of the Lot, except for claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all Lots including the mortgage Lot.

9.7. Mortgages' Rights Concerning Amendments. No material amendment to this Declaration, the By-Laws or the Articles of Incorporation of the Association shall be accomplished or effective unless at least two-thirds (2/3) of the mortgagees (based on one vote for each mortgagee) of the individual Lots have given their prior written approval to such amendment.

X. MISCELLANEOUS

10.1. Notices. Any notice required or permitted to be given to any Owner or Member under the provisions of this Declaration shall be deemed to have been properly furnished if mailed, postage prepaid, to the person who appears as a Member or Owner, at the latest address for such person appearing in the records of the Association at the time of mailing.

10.2. Amendment. Prior to the expiration of 5 years from the date of the recordation of this Declaration, and also prior to the sale of all of the lots in the subdivision, Declarant may amend this Declaration without the consent of any other member of the Association. Subsequent to the expiration of (5) five years or the date of the sale and closing of the last lot in the Subdivision, This Declaration may be amended only by an affirmative vote of at least 2/3 of all members of the association present in person or represent by proxy are entitled to cast at a meeting duly called for such purpose. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all members shall constitute a quorum. If the quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this Section 3), at which a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this section shall be accomplished through the recordation of an instrument executed by the President or Vice President of the association or the Declarant, as the case may be, and shall also be approved by the Salt Lake County Attorney. In such instrument the President or Vice President of the association or the Declarant shall certify that all requirements imposed by this section have been complied with.

10.3. Consent in Lieu of Voting. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of all membership votes outstanding in connection with the Class of membership considered. The following additional provisions shall govern any application of this section 10.3:

- (a) All necessary consents must be obtained prior to the

BOOK 6086 PAGES 1831

expiration of ninety (90) days after the first consent is given by any Member.

(b) The total number of votes required for authorization or approval under this section 3 shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence, any change in ownership of a Lot which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose.

(d) Unless the consent of all Members whose memberships are appurtenant to the same Lot are secured, the consent of none of such Members shall be effective.

10.4. Lease Provision. Any Owner may lease his Lot and such buildings as are situated thereon; provided, however, that any lease agreement between a Lot Owner and a Lessee must be in writing, and must provide, inter alia, that:

() The terms of the lease shall in all respects be subject to the provisions of the Declaration, Articles of Incorporation of the Association and the By-Laws; and

(b) Any failure by the Lessee to comply with the terms of such documents shall constitute a default under the lease.

10.5. Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration or in any way relating to the property may be assigned.

10.6. Declarant's Covenant to Construct Street Serving the Development. Declarant hereby covenants to construct and complete the street serving the Subdivision and all improvements used, or to be used therewith and any amenities indicated on the Plat within two (2) years of the filing of this Declaration in the office of the County Recorder of the Salt Lake County, Utah.

10.7. Enforcement by County. If the Association fails to maintain the street serving the Subdivision, along with the curbs, gutters and sidewalk, in good order and condition, Salt Lake County shall have the right, but not the obligation upon giving the association thirty (30) days notice in writing, to step in and do the necessary maintenance and management with the same right to lien the Lots and collect the costs thereof against the Owners as the Association has under this Declaration shall not affect the validity or enforceability of the remainder hereof.

10.8. Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only

and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any party thereof, and any gender shall include the other gender. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

10.9. Reservation of Right to Buy. In the event that construction of a Living Unit is not commenced within thirty (30) months from the date of closing of a sale of a Lot by Declarant to an Owner, Declarant shall have the right to repurchase such Lot upon the same terms and conditions, including but not limited to purchase price, as such Lot was originally sold by Declarant.

10.10. Covenants to Run With Land. This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Declarant, and all parties who hereafter acquire any interest in a Lot or in the street serving the subdivision shall be subject to the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Association or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

10.11. Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

EXECUTED the day and year first above written.

NORCY CORPORATION, a Utah Corporation,
in its Capacity as General Partner
of The Woods on Walker Lane, a Utah
Limited Partnership.

By

Its

[Handwritten Signature]

President

BOOK 6086 PAGE 1833

State of Utah)
) ss
County of Salt Lake)

The foregoing instrument was subscribed and sworn to
and acknowledged before me this 5th day
of December 19 88 by Norman H. Olson
(Norman H. Olson)

(Leave 2 1/2 inches for
Notary Seal)



Josephine Allen
Notary Public

My commission expires:
8-5-91

Residing at:
Salt Lake City, Utah

234A/15 9/88

800/6086 FRS 1834