

7123606

7123606  
10/19/98 3:49 PM 26.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
JAMES KAY  
45 N SILVER OAK RD  
SLC UT 84108  
REC BY: V ASHBY DEPUTY - WI

ACORN HILLS SUBDIVISION

ROAD MAINTENANCE AGREEMENT

This Agreement is entered into as of the date set forth below.

WHEREAS, each of the undersigned owners of property in the Acorn Hills Subdivision acknowledge that a Road Maintenance Agreement was executed as of July, 1980 either by such owner or by a predecessor in interest and is currently in effect relating to the maintenance of roads in the area, but each of the undersigned further desires to have such agreement revised and updated to reflect current conditions and ownership; NOW, THEREFORE:

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

1. This Agreement shall constitute a covenant running with the land and shall be binding upon the parties hereto, their successors, grantees, heirs and assigns and all subsequent owners of all or any part of the lots located in the Acorn Hills Subdivision which have a right of access over the roads which have been constructed or will be constructed in the right-of-way (hereinafter the "Right of Way") which is described as follows:

The Right of Way includes those roads which run in front of and past and which provide access to the homes and structures at the addresses set forth on the signature page(s) of this Agreement. More specifically, such Right of Way includes: The entirety of the road known as Young Oak Road which begins north of the Brems and Schenkenberg homes at the intersection with the Emigration Oaks Road (Pioneer Fork Road) and which runs south past the Bennett home and which ends at the intersection with Little Tree Road; and that portion of Silver Oak Road known as the lower portion which runs past the homes of Denkers, Martys, Kays and Massions including the cul-de-sac in front of the

BK8129PG1882

Massions but not extending up the hill north of the Massions past the  
aforementioned cul-de-sac.

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

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

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

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

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

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

- (a) Snow removal.
- (b) Any insurance that the Association decides to obtain.
- (c) Maintaining and repairing the asphalt surface of the roads, gutters, retaining walls (landscaped or otherwise), gravel sumps, curbs, drains, erosion control, reflectors, posts, mirrors, signs and all other parts of the road system which now exist or which will be constructed hereafter in the Right of Way.

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

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

7. This Agreement shall apply only to the roads in the Right of Way serving the homes of the undersigned members of the Association and construction of or improvements to any other roads in portions of the Acorn Hills Subdivision which are not presently served by an improved, hard-surfaced road system, or elsewhere shall be the responsibility of the developers or lot owners who will be served thereby.

---

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

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

10. The administration of the Association shall accord with the provisions of the Articles of Incorporation for the Acorn Hills Road Association, which said Articles will be filed in the office of the Utah Division of Corporations and Commercial Code. Such Articles of Incorporation, or related bylaws, shall provide that all decisions as to road maintenance and

other matters referred to in paragraph 4, above, which are reasonably estimated to cost less than \$10,000 per project or \$5,000 per year shall be the decision of the duly elected Board of Trustees of the Association. Any projects or expenditures exceeding such amounts must be approved by the vote of at least two-thirds of the members of the Association.

11. The Association shall have the power to contract with other persons or entities using portions of the Right of Way and to agree to jointly share with such other persons or entities some or all of the maintenance responsibilities provided for herein and the costs connected therewith.

12. Counterparts. This Agreement shall be executed in counterparts where each party hereto signs a separate copy (and has such signature notarized) and when signed in such manner by all such parties, all such counterparts shall be considered to be the fully executed agreement. Thereafter, each separately executed document shall be recorded in the Salt Lake County Recorder's Office as a lien against each such respective property. This Agreement shall not be final and binding on any of the parties hereto unless and until it is executed by all such parties. A fully executed copy of this Agreement (including all counterparts) shall be maintained with the official records of the Association and a complete copy (including such counterparts) shall be provided to each of the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands as of this 15th day of April, 1998.

\_\_\_\_\_  
Joe Marty

\_\_\_\_\_  
Petrea Marty

Address: \_\_\_\_\_  
\_\_\_\_\_

Robert Bennett

Joyce Bennett

Address:

David Brems

Johna Brems

Address:

Jim Bradley

Glenda Bradley

Address:

James Kay

Susan Kay

Address:

Stephen Denkers

Address:

*Robert McConnell*

Robert McConnell

*Renee McConnell*

Renee McConnell

Address: *142 N. Young Oak Rd*  
*SLC, UT 84108*

Steve Baar

Lois Baar

Address: \_\_\_\_\_  
\_\_\_\_\_

Curtis Oberhansley

Diane Oberhansley

Address: \_\_\_\_\_  
\_\_\_\_\_

Thomas Schenkenberg

Chris Schenkenberg

Address: \_\_\_\_\_  
\_\_\_\_\_

Ken Okazaki

Address: \_\_\_\_\_  
\_\_\_\_\_

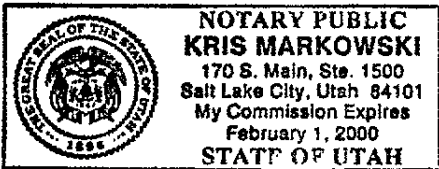
\_\_\_\_\_  
Patrick Massion

\_\_\_\_\_  
Carol Massion

Address: \_\_\_\_\_  
\_\_\_\_\_

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

On the 12<sup>th</sup> day of June, 1998, personally appeared before me  
ROBERT S. McDonnell and RENEE V. McDonnell whose names appear  
above and acknowledged to me that they executed the same.



Kris Markowski  
Notary Public



VTDI 10-32-351-005-0000	DIST 19B	TOTAL ACRES	3.99
MEIK, ELINOR	PRINT P. UPDATE	REAL ESTATE	3000
	LEGAL	BUILDINGS	0
	TAX CLASS NE	MOTOR VEHIC	0
3119 S 2800 E	EDIT 1 FACTOR BYPASS	TOTAL VALUE	3000

SALT LAKE CITY UT 84109280319  
 LOC: 148 N YOUNG OAK RD EDIT 1 BOOK 6280 PAGE 0003 DATE 02/07/1992  
 SUB: TYPE UNKN PLAT

10/19/1998 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY

BEG N 1505.3 FT & E 673.46 FT FR SW COR OF SEC 32, T 1N, R 2E, S L M; S 143.94 FT; S 10-46'30" W 19.05 FT; S 15-33'33" W 28.19 FT; S 73-48'26" E 10.41 FT; S 16-11'34" W 315.7 FT; S 40- W 93.76 FT; S'LY ALG CURVE TO L 91.58 FT; SE'LY ALG CURVE TO R 100 FT; S 43-42'58" E 77.1 FT; E'LY & N'LY ALG CURVE TO L 115.29 FT; N'LY ALG CURVE TO R 81.86 FT; N 17-34' 30" E 360.78 FT; NE'LY ALG CURVE TO R 44.79 FT; N 34-41' E 238.4 FT; N'LY ALG CURVE TO L 48.32 FT; N 7- E 163.3 FT; N 71-01' E 55.62 FT; S 7- W 187.66 FT; S'LY ALG CURVE TO R 72.47 FT; S 34-41' W 238.4 FT; SW'LY ALG CURVE TO L 29.86 FT S 17-34'30" W 360.78 FT; S'LY ALG CURVE TO L 161.7 FT; S 13- 18'30" E 94.13 FT; SW'LY ALG CURVE TO R 129.8 FT; S'LY ALG CURVE TO L 21.03 FT; S'LY, W'LY & N'LY AROUND A CURVE T R 147.395 FT; N 62-25'29" E 50 FT; N 17-06' W 134.54 FT; NW'LY ALG CURVE TO L 22.85 FT; N 27-34'01" W 166.22 FT; S 62-25' 29" W 25 FT; NW'LY ALG CURVE TO L 223.69 FT; W 246.57 FT; S 31-48' W 262.71 FT; N 61-11'46" W 37.96 FT; NW'LY, N'LY & NE'LY ALG CURVE TO R 82.33 FT; NE'LY ALG CURVE TO R 1.64 FT; N 17-35' E 143.89 FT; NW'LY ALG CURVE TO L 16.38 FT; N 45- W 10 FT; N 45- E 50 FT; S 45- E 10 FT; SE'LY ALG CURVE TO R 71 FT; S 17-35' W 54.94 FT; N 31-48' E 135.55 FT; E 262.74 FT; N 40- E 193.07 FT; N 16-11'34" E 302.06 FT; N 164.54 FT; N 71-01' E 52.88 FT TO BEG. LESS THAT OPRTION DEEDE TO S L COUNTY, MEIK & THAT PORTION DEEDED TO NAYLOR. 3.99 AC M OR L.

PFKEYS: 1=VTNH 2=VTOP 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

BK8129PG1890