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# THE WILLOWS OF HOLLADAY

A Planned Unit Development Subdivision

6005 South Highland Drive  
Salt Lake City, Utah 84121

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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
WILLOWS OF HOLLADAY OWNERS  
ASSOCIATION  
6056 OSLO BAY  
SLC UT 84121  
BY: HNP, DEPUTY - MA 16 P.

*The enclosed Guidelines, Declaration, Bylaws, and Directory  
are designed to enable each Home Owner  
to live as desired  
and in harmony with their neighbors and the environment.*

THIS BOOKLET IS PUBLISHED BY  
THE WILLOWS OF HOLLADAY MANAGEMENT COMMITTEE  
AUGUST 2002

## *To The Willows of Holladay Home Owners*

*The provisions of this Declaration, these Bylaws, Guidelines and Directory should be liberally construed to effectuate the purpose of creating a uniform plan for the operation of The Willows of Holladay, a Gated Unit Development Subdivision, and to enable each Home Owner to live as desired and in harmony with their neighbors and the environment.*

***MAINTENANCE FEES are due on the first of each month. Checks are to be made payable to THE WILLOWS OF HOLLADAY, 6056 OSLO BAY, SALT LAKE CITY, UTAH 84121.***

*When a Home Owner is out of town, provisions for payment must be made in advance to avoid a late payment fee. The late fee is \$15.00 if payment is received after the 10th of the month.*

*Home Owners may choose to pay three months, six months, or a full year's maintenance fee in advance. When doing so, please issue three, six, or twelve, separate post dated checks. This method of payment will assist with the accounting procedure. Checks must be post dated for the month they cover.*

*If a Home Owner plans to sell or lease his/her home it is important that the Willows Management Committee is informed. When the transaction is completed, this publication should be left in the home for the new residents information. The Committee, or their representatives, will meet with the new owner(s) to welcome them to the neighborhood and answer any questions they may have. The Home Owner is responsible for the monthly Maintenance Fee.*

*Strict adherence to the terms, covenants, conditions or restrictions of this Declaration, these Bylaws and these Guidelines submitted herewith shall be enforceable by the Association. Failure of a Owner to comply with any of the same shall be grounds for action and shall constitute a fine or lien on Owners respective Lot.*

*All obligations of an Owner under and by virtue of the provisions contained in this Declaration, these Bylaws, or these Guidelines shall continue, notwithstanding that Owner may be leasing, renting, or selling on contract Owners Lot. The Owner of a Lot shall have no obligation for expenses or other obligations accruing after he/she conveys title to such Lot.*

***Thank you***

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE WILLOWS OF HOLLADAY  
(a Planned Unit Development Subdivision)**

The Declaration of Covenants, Conditions and Restrictions (*the "Declaration"*) was made and executed the 1st day of May, 1998, by Willows of Holladay L.C., a Utah limited liability company (*the Declarant*).

**RECITALS:**

**Description of Land.** The planned unit development subdivision (*the "Project"*) that is the subject of this Declaration is situated in and upon certain real property (*the "Subject Land"*). Declarant has prepared and has recorded in the office of the County Recorder for Salt Lake County, State of Utah, a plat for The Willows of Holladay, a residential planned unit development subdivision (*the "Plat"*), which Plat was recorded December 24, 1997 as Entry No. 6822156, in Book 97-12P, at Page 366. There are 41 Lots in the Project, as shown on the Plat.

**Association and Bylaws.** The Willows of Holladay Owners Association, Inc. ("the Association"). has been created concurrently herewith by filing Articles of Incorporation therefor with the Utah Division of Corporations and Commercial Code. The Association shall henceforth be the governing body of the Project subject hereto and shall operate in accordance with the "Bylaws of the Willows of Holladay" (the Bylaws").

**Intent and Purpose.** Declarant intends by recording this Declaration and the plat to submit the Subject Land and all improvements situated upon the Subject Land to the applicable ordinances and statutes of Salt Lake County (Collectively the "Code"), and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of all Lots within said Project and the Owners thereof.

**ARTICLE 1  
DEFINITIONS:**

**Defined Terms.** Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article 1.

**"Association"** shall mean The Willows of Holladay Owners Association, Inc. a Utah non profit corporation, organized to be the Association referred to herein.

**"Management Committee"** shall mean designated Home Owners elected by the Association to manage the affairs of the Association.

**"Common Areas"** shall mean all of the Subject Land except all Lots, including without limiting the generality of the foregoing, all streets, recreation areas, and other areas specifically shown on the Plat as Common Areas, together with all equipment, facilities, fixtures, and other personal property and real property improvements located thereon and/or owned by the Association for the use and benefit of all Owners, including without limiting the generality of the foregoing, all street, curb and gutter improvements, pools, spas, playgrounds, sports courts, basketball courts, trees, bushes and other landscaping, and all equipment, fixtures, facilities, and other personal property and real property improvements hereafter purchased in accordance with this Declaration with monies from the Common Expense Fund. The Common Areas shall be managed and controlled by the Association for the common use and enjoyment of the Owners as more fully described in this Declaration.

**"Common Expense Fund"** shall mean the fund into which all funds of the Association shall be deposited.

**"Declarant"** shall mean Willows of Holladay, L.C., a Utah limited liability company, its successors and assigns.

**"Lot"** shall mean each individual parcel of real property shown on the Plat as a Lot, together with all improvements located thereon and all appurtenances thereunto appertaining.

**"Member"** shall mean a member of the Association.

**"Owner"** shall mean any person or entity or combination thereof, including the Declarant, at any time owning a Lot within the Project, as shown on the records of Salt Lake County, State of Utah. The term "Owner" shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or entity purchasing a Lot under contract until such contract is fully performed and legal title conveyed.

**"Plat"** shall mean the Plat for The Willows of Holladay, a residential planned unit development, as recorded in the office of the County Recorder for Salt Lake County, State of Utah, on December 24, 1997 as Entry No. 6822156, in Book 97-12P, at Page 366.

**"Project"** shall mean all Lots and all Common Areas, collectively.

**"Subject Land"** shall mean the land upon which the Project is situated.

**"Total Votes of the Association"** shall mean the total number of votes appertaining to the Lots in the Project.

## **ARTICLE II DIVISION OF PROJECT**

**Submission to Code.** All of the Subject Land is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as a planned unit development subdivision to be known as The Willows of Holladay. All of said Subject Land is and shall be subject to the covenants, conditions, restrictions, easements, uses, limitations, and obligations set forth herein and in the Plat, each and all of which are declared and agreed to be for the benefit of the Project and in furtherance of a plan for improvement of said property and division thereof into Lots. Further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and any person acquiring, leasing, or owning an interest in any Lot, their lessees, heirs, executors, administrators, devisees, successors and assigns.

**Subdivision into Lots.** Pursuant to the Plat, the Subject Land is divided into Lots as more particularly described on the Plat. The Owner of each Lot, regardless of the size, purchase price or location of the Lot, shall have an equal undivided interest in, and right to use, the Common Areas. The Declarant, with the recordation of this Declaration, hereby quitclaims all of its right, titles and interest in and to all of the Common Areas, as more particularly shown on the Plat, without warranty, to the Association, to be held and administered in accordance with the provisions of this Declaration.

**Easements.** Pursuant to the Plat, the Subject land is divided into Lots as more particularly described on the Plat. The Owner of each Lot, regardless of the size, purchase price or location of the Lot, shall have an equal undivided interest in, and right to use, the Common Areas. The Declarant, with the recordation of this Declaration, hereby quitclaims all of its right, title and interest in and to all of the Common Areas, as more particularly shown on the Plat, without warranty, to the Association, to be held and administered in accordance with the provisions of this Declaration.

## **ARTICLE III IMPROVEMENTS**

**Description of Improvements.** The Project consists of 41 Lots (*39 Residents*) as shown on the Plat. Each of the Lots shall, when improved, contain one single family residence, which shall be principally constructed of wood, frame, brick, stucco, sheet-rock interiors and asphalt shingle roofs, and such other materials as allowed by current building codes.

**Description and Legal Status of Lots.** The Plat shows the number of each Lot. All Lots shall be capable of being independently owed, encumbered, and conveyed.

**Building Restriction Line.** Shown on the Plat is a line identified thereon as a building restriction line (the "Building Restriction Line"). No house, garage or other improvement, other than landscaping, sidewalks, driveways, street lights and curb and gutter improvements, shall be located on any Lot between the Building Restriction Line and the street which abuts the Lot. The Association, or any Owner, shall have the right to restrain the Owner of any Lot from violating the restrictions set forth in this Section, and in the event the party seeking to enforce these restrictions prevails in an action in court or otherwise, the Owner attempting to violate the restrictions on building beyond the Building Restriction line shall be obligated to pay all of the costs, including reasonable attorneys' fees, incurred by the party enforcing these restrictions.

## **ARTICLE IV NATURE AND INCIDENTS OF OWNERSHIP**

**Title.** Title to a Lot within the Project may be held or owned by any person or entity or any combination thereof and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation, joint tenancy or tenancy in common.

**Prohibition Against Subdivision of Lot.** No owner, by deed, plat or otherwise, shall subdivide or in any manner cause his Lot to be subdivided, partitioned or separated into physical tracts or parcels smaller than the whole Lot as shown on the Plat.

# GUIDELINES

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1. The public sidewalks and streets shall not be obstructed or used for any purpose other than ingress or egress from each residence. No automobiles, bicycles, trailers, similar vehicles, or other obstructions shall be allowed to stand on the sidewalks or lawns.
2. Motor-cycles and motor-bikes belonging to residents are allowed to be operated only between the owners lot and the Willows gate, at minimum speed, to exit or enter the development.
3. No vehicles belonging to a home owner or to a member of the family, or guest shall be parked in such a manner to impede or prevent another owner's right of way. No vehicle shall be parked on the sidewalk.
4. Owners with more than two cars must park all cars on the owners property. This means utilizing both the garage and driveway.
5. Recessed parking areas, off the streets, are provided for *guest parking only*. Any resident car remaining in guest spaces over 24 hours will be issued one (1) warning notice. If vehicle is not moved it will be towed at owners expense.
6. Cost of repair for damage to grounds caused by the moving or carrying of any article or vehicle, shall be paid by the owner responsible for the presence of such article or vehicle.
7. Garbage will be collected on each Friday. Garbage receptacles provided to each home should not be left on the sidewalk, lawn, or street after the day of pick-up, but should be stored by the side of home or in the garage. Receptacles remaining in front of Owners home over 24 hours will be issued one (1) warning notice. If receptacle is not moved a fine will be imposed.
8. Maintenance crew will weed only in shrub areas. If a home owner chooses to plant rose bushes or flowers in the shrub areas the home owner will be required to assume full responsibility of pruning the rose bushes and weeding the shrub area.  
  
*Maintenance employees should not be instructed by individual home owners.  
Requests should be made in writing to a member of The Willows of Holladay  
Management Committee.*
9. Maintenance payments are due the first of each month, and monthly statements will not be sent unless payments are late.

**Payments received after the 10th of each month will have a \$15.00 late charge assessed each month until the amount is paid.**

10. The pool is intended for the enjoyment of all *Willows of Holladay* residents with their family and friends. It is therefore mandatory that the conduct of those participating in pool activities be in keeping with all pool rules and in line with acceptable social behavior.

The Pool and Hot Tub will open each season on Memorial Day and close on Labor Day. The pool is available seven days a week. **Pool hours will be 7 AM to 10 PM ( or sun down, whichever comes first)** The gate to the pool will be padlocked when the pool is closed. Residents are responsible for returning the pool to its original condition after each use.

With the exception of holidays, one day of each week will be available for private use of the pool by Owners. Requests must be made in advance and reserved through the Committee Pool Supervisor. Reservations will be made on a first come, first served basis. A calendar of reserved dates will be available at the Pool.

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

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

*Children under 14 must be accompanied by an adult.*

*Babies or children wearing diapers are not allowed in the pool or hot tub.*

*Under no circumstances are pets allowed inside the pool enclosure.*

*Running on deck is not allowed.*

*Trash must be picked up and deposited in trash containers.*

*Lights must be turned off in bathrooms and doors closed at all times.*

*All personal items must be removed or put in trash containers.*

*No glass containers are allowed in pool area.*

*No alcohol or smoking is allowed in pool area.*

*No furniture is allowed in the pool.*

*Climbing over the fence to get into or out of the pool is prohibited.*

*Groups of six or more who wish to use the pool must notify the Pool Supervisor.*

*Umbrellas must be closed after use.*

*The pool and hot tub must be covered each night.*

The support of Willows residents is needed in order to enforce the above Pool and Hot Tub rules. Infringements should be reported in writing, to the Pool Supervisor or a member of the Management Committee. The pool facility will be operated in accordance with the Salt Lake City and County Public Health Rules and Regulations.

11. Each Home Owner shall register with the Association the name and phone number of a designated person to be notified in case of emergency when Home Owner is not available.

**BYLAWS**  
**OF**  
**THE WILLOWS OF HOLLADAY MANAGEMENT ASSOCIATION, INC.**  
**( A Utah Non-Profit Corporation)**

**1. IDENTITY**

**1.1** These are the bylaws of the association of Home Owners (hereinafter referred to as the "Association,") of The "Willows of Holladay," a planned unit development subdivision.

**2. APPLICATION**

**2.1** All persons who use the facilities of the Property in any manner are subject to this declaration and to the rules and regulations.

**3. GOVERNING FUNCTION BY MANAGEMENT COMMITTEE**

**3.1** The affairs of the Association shall be governed by a Management Committee, the nature, powers and responsibilities of which are to be defined.

**4. MEETINGS OF THE ASSOCIATION**

**4.1 Annual meetings** of the Owners, following the conveyance of the Property to the Association, shall be held within the first three (3) weeks of June of each year at such a reasonable place and at such other reasonable time (*not more than 60 days before or after such date*) as may be designated by the Management Committee.

**4.2 Special meetings** shall be held whenever called by notice of the Management Committee, and signed by a majority thereof; and the Management Committee shall call by notice a special meeting upon request of a written request from Owners having one-third of the total vote, which request shall specify the matters to be considered at a special meeting except as stated in the notice.

**4.3 Notice of all meetings** may be served personally or by mail at least 10 days but not more than 20 days prior to such meeting. Any notice of meeting permitted or required shall be in writing, stating the purpose thereof and the time and place, and shall be served on each Owner of record at his Home or at such address as the Owner shall have designated by notice in writing to the Management Committee or Manager. Mailing of a notice shall be considered service of notice.

**4.4 A quorum** at Association meetings shall consist of persons entitled to cast a majority of the total votes. In the event that a quorum is not present at any meeting, the Owners present, through less than a quorum, may adjourn the meeting to a later date and give notice thereof to all the Owners; and at that meeting the presence of Owners holding in excess of 30% of the total votes shall constitute a quorum for the transaction of business; but in the event a quorum is not present at that meeting, the Owners present, though less than a quorum, may adjourn the meeting to a later date and give notice thereof to all the Owners, and at that meeting, whatever Owners are present shall constitute a quorum.

**4.5 Voting.** Votes may be cast in person, absenteeism and/or proxy ballot if you cannot attend the meeting. Any recorded owner may designate in writing another resident owner as proxy or agent upon filing the same with the Chairman/President of the Management Committee or other members

prior to the time appointed for any meeting. No owner may vote more than five (5) proxies. Where there is more than one recorded owner of any one home, either or any one of them attending any meeting may cast one vote only for all such owners on any one call. A vote of the owner present in person, by absentee ballot or proxy is required to elect Management Committee members or to approve any other matter.

**4.6 The order of business** at each annual meeting of the Association shall include:

(a) The presentation by the Management Committee of an accounting of the common expenses, itemizing receipts and disbursements for the preceding fiscal year, the allocation thereof to each Owner, and the estimated common expense for the coming calendar year. Within 10 days after the annual meeting, said statement shall be delivered to the Owners not present at said meeting.

(b) The election of Management Committee members for the forthcoming year as hereinafter provided.

(c) The order at all annual association meetings as far as practicable shall be:

- (1) Calling of the roll.
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading of the minutes
- (4) Reports of Management Committee, etc.
- (5) Election of Management Committee members
- (6) Unfinished business
- (7) New business.

**4.7 The fiscal year** shall be MAY 1st.

**5. MANAGEMENT COMMITTEE:**

**5.1 Election.** The members of the management committee shall consist of seven owners, or *resident spouse*, elected at annual meetings of the association as their terms expire,

**5.2 Voting for Management Committee** shall be non-cumulative.

**5.3 With the exception of the office of the president and the president elect, the term of each member's service** shall be for a period of two years. The president shall serve for a period of one year only. Each member shall serve until his/her successor is elected, or until his/her death, resignation or removal; provided that if any member ceases to be an Owner or *resident spouse*, his/her membership in the Management Committee shall thereupon terminate.

**5.4 Vacancies, resignation and removal.**

(a) Except as to vacancies provided by the removal of members by owners, vacancies in the Management Committee occurring between annual meetings of the Association shall be filled by the remaining members.

(b) Any member may resign by giving written notice to the Management Committee.

(c) Any member may be removed by the Owners by concurrence of two-thirds of the voting power presented at a special meeting of the Association, called for that purpose. The vacancy so created shall be filled by the Association at the same meeting.



**5.5 A quorum** at Management Committee meetings shall consist of five members. The acts approved by a majority of those present at a meeting at which a quorum is present shall be the acts of the Management Committee except where approval of a greater number of members is required by this Declaration.

**5.6 Meetings** of the Management Committee may be called, held and conducted in accordance with such regulations as the Management Committee may adopt.

**5.7 Compensation.** All members of the Management Committee shall serve voluntarily without compensation.

**5.8 A chairperson** shall be elected by the Management Committee, which chairman shall preside over both its meetings and those of the Owners. In the absence if any appointment of a Manager as hereinafter provided, this chairman shall act as Manager to perform any functions which are delegated by the Management Committee to the Manager.

## **6. MANAGER**

**6.1 The Management Committee may delegate** any of its duties, power or functions, including, but not limited to, the authority to give the subordination agreements provided for in section 18 hereof, to any person or firm to act ad Manager of the project, provided that any such delegation shall be revocable upon written notice by the Management Committee.

**6.2 In Writing.** The members of the Management Committee shall not be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated by written instrument executed by a majority of the Management Committee.

## **7. POWERS AND RESPONSIBILITIES OF THE MANAGEMENT COMMITTEE**

The Management Committee shall have all powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things, except as by law or by this Declaration, may not be delegated to or performed by the Management Committee. Such powers and responsibilities shall include, but not be limited to the following, subject to the provisions of this Declaration,

**7.1 To make and collect assessments** against the Owners and use the proceeds in the exercise of its powers and duties.

(a) **Budget.** Adopt an annual budget, determine the amount of common expenses payable by Owners, and allocate and assess the charges against the Owners pursuant to the percentages set forth in this Declaration. Declarant shall be liable for the amount of any assessment against occupied Homes owned by the Declarant.

If said budget proves inadequate for any reason, including nonpayment of any Owner's assessment, which shall be assessed to the Owners in like proportions, unless otherwise provided herein.

Each owner shall be obligated to pay assessments made pursuant to this paragraph to the Management Committee in equal monthly installments on or before the first day of

each month during the fiscal year, or in such other reasonable manner as the Management Committee shall designate.

(b) **Assessments** against Owners pursuant to the annual budget shall be made for the fiscal year annually on or before May 1 preceding the year of which the assessments are made.

(c) **Audits** of books and records shall be made as provided in these bylaws.

**7.2 The Common Areas maintenance, repair, replacement, structural alterations, reconstruction and operation.** The Management Committee shall be responsible for the exclusive management and control of all Common Areas and all improvements thereon,

**7.3 All goods and services** procured by the Management Committee in performing its responsibilities under this section shall be paid for with funds from the Common Expense Fund.

**7.4 To employ personnel** including a manager.

**7.5 To make reasonable rules and regulations** respecting the use, operation and maintenance of the Property.

**7.6 To enforce by legal means the Act, Declaration,** and the reasonable rules and regulations covering the use, operation and maintenance of the Property.

**7.7 To engage legal and accounting services** which are necessary or proper.

## **8. LIMITATION OF MANAGEMENT COMMITTEE LIABILITY; INDEMNIFICATION**

**8.1 Limitation.** The Management Committee shall not be liable for any failure of water supply or other service to be obtained and paid for by the Management Committee, hereunder; or for injury or damage to person or property caused by the elements or by another Owner or person on the Property; or resulting from electricity, water, rain, dust, sand or mud which may leak or flow from outside; or from any parts of the Common Areas unless caused by gross negligence on the part of the Management Committee.

No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the Common Areas and Facilities or from any action taken to comply with any law, ordinance or orders of a governmental authority,

**8.2 Indemnification.** Each member of the Management Committee shall be indemnified by the Owners against all expenses and liabilities including attorney's fees reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party, or in which he/she may become involved by reason of his/her being or having been a member of the Management Committee, or any settlement thereof, whether or not he/she is a member of the Management Committee at the time such expenses are incurred, except in such cases wherein the member of the Management Committee is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties; provided that in the event of a settlement the indemnification shall apply only when

the Management Committee approves such settlement and reimbursement as being for the best interest of the Management Committee.

**9. OWNER OBLIGATIONS AND DEFAULTS.** Each Home Owner shall be obligated for annual and special assessments levied by the Management Committee for the common expenses, payable in such reasonable manner as the Management Committee shall designate.

If any annual assessment is not made as required an assessment shall be presumed to have been made in the amount of the last prior annual assessment.

**9.1 Separate defaults.** Each monthly or other periodic installment of any assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Owners against whom the same are assessed at the time the assessment is made and shall be collectible as such together with any reasonable late charges which have been provided for by the Management Committee and reasonable attorneys' fees.

**9.2 Lien for non-payment.** The amount of any assessment, whether regular or special, assessed to an Owner plus interest at 7%, and costs, including reasonable attorneys' fees, shall become a lien upon such Owners property.

## **10. OWNERS OBLIGATION TO REPAIR.**

**10.1 Each Owner shall have the exclusive right to improve and repair the house located on the Owners Lot.** Each Lot, and the improvements located thereon, being the sole and exclusive property of the Owner thereof, shall be maintained and repaired by the Owner and shall be kept in a clean and sanitary condition and in a state of good repair, subject to the right and obligation of the Management Committee to maintain certain portions of the Lot.

**10.2 Except** for those portions which the Management Committee is required to maintain and repair (if any), each Home Owner shall at the Owner's expense keep the interior and exterior of his/her Home and its equipment and appurtenances in good order, condition, and repair and in a clean and sanitary condition. The Owner shall likewise be responsible for the maintenance, repair and replacement of all electrical fixtures and appliances that may be in or connected with the Owners Home

**10.3 All maintenance, repair, replacement, structural alterations and operation of individual Homes shall be the responsibility of the Home Owner.** The exterior and interior surfaces of each Home shall be maintained and repaired by and at the sole cost of the particular Owner.

## **11. PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER**

**11.1 No Home Owner shall, without the prior written consent of the Management Committee, make or permit to be made any structural alteration or addition, including without limitation any fences, walls or patios, to the exterior of the house located on his Lot, or to the Maintained Area on his Lot, without prior written consent of The Willows of Holladay Management Committee.** Notwithstanding the foregoing, the Committee will reasonably grant permission for installation by a Home Owner of a satellite dish that is reasonably located and which does not exceed two feet in diameter. No Owner shall, without the prior written consent of the Management Committee, do any act that would impair the safety of the property or impair any easement appurtenant to any individual homes or common areas.

**12. MAINTENANCE OF LANDSCAPING, SIDEWALKS AND GUTTERS.**

**12.1** All areas within all Lots ~~other than~~ where a house, any attached patio, any garage and driveway are located, shall be maintained, cleaned, repaired and reconstructed by The Willows of Holladay Management Committee, and shall be rebuilt, replaced, repaired or materially altered only with the review, approval and consent of the Home Owners Association and in accordance with the provisions of this Declaration.

**12.2** All driveways and sidewalks shall have snow and ice removed when necessary through contracted services arranged by The Willows of Holladay Management Committee.

**13. ALTERATIONS, ADDITIONS AND IMPROVEMENTS OF COMMON AREAS AND FACILITIES**

There shall be no structural alterations, capital additions or capital improvements of the Common Areas and Facilities requiring an expenditure in excess of \$3,000.00 without the prior approval of Home Owners holding 75% of the total votes.

**14. LIMITATION ON USE OF LOTS AND COMMON AREAS.** The Property shall be occupied and used as follows:

**14.1** No Owner shall occupy or use his/her Home, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner and the Owner's family or the Owner's Lessees, immediate family or guests.

**14.2** No animals or birds of any kind shall be raised, bred or kept in or on any Lot or in the Common Areas, except that domestic dogs and cats, and common household birds, may be kept in or on Lots, subject to rules and regulations adopted by the Association and provided further that upon review by the Association of three (3) written complaints from at least two (2) different Lot Owners of any animal causing or creating a nuisance or disturbance shall be permanently removed from the project upon twenty (20) days written notice from the Association. No large dogs, such as Great Danes or St. Bernards may be kept in or on a Lot. Any animal allowed by the preceding portions of this Section 14.2 should be kept primarily indoors and on the Common Areas only if on a leash held by a person. Furthermore, all animals are required to be vaccinated and licensed in accordance with the local governing authority's laws and must wear identification at all times. The Owner(s) of any animal will keep the rear yard of their lot free of excessive animal waste to prevent odor. The Owner or person in control of any animal that defecates on any area of any Lot or in or on any Common Area will immediately clean up the waste.

**14.3** Nothing shall be done or kept in any Home or in the Common Areas and Facilities which will increase the rate of insurance on the Common Areas and Facilities without the prior written consent of the Management Committee. No Owner shall permit anything to be done or kept in his/her home or in the Common Areas and Facilities which will result in the cancellation of insurance on any Home or any part of the Common Areas and Facilities or which would be in violation of any law. No waste will be committed in the Common Areas and Facilities.

**15. LIMITATION AND RIGHT OF ACCESS OF ROADS AND COMMON AREAS.** All streets constituting Common Areas that provide access to public roads outside of The Willows of Holladay development shall be easements for the exclusive use of the Home Owners and their guests.

**15.1 The public sidewalks and streets shall not be obstructed** or used for any purpose other than ingress or egress from each residence.

**15.2 No automobiles, bicycles, trailers, similar vehicles, or other obstructions** shall be allowed to park on the sidewalks or lawns. No vehicle shall be parked on any portion of the sidewalk. All vehicles must be parked in the street or driveway.

**15.3 No vehicles** belonging to a home owner or to a member of the family, or guest shall be parked in such a manner to impede or prevent another owner's right of way.

## **16. INSURANCE AND BONDS**

**16.1 Insurance carried by Home Owners.** Each Home Owner is responsible for and may obtain insurance, at his/her own election and expense, providing coverage upon his/her Lot, and all improvements and/or personal property located thereon, and for general liability coverage, including without limitation, coverage for personal injury, property damage, and such other risks as each Owner may deem appropriate. The Home Owners Association shall have no obligation or responsibility to carry insurance on the Lots, or any improvements located on the Lots.

**16.2 The Management Committee shall obtain and maintain at all times the following types of insurance coverage,** provided by companies licensed to do business in the State of Utah and holding a rating of "AAA" or better by A.M. Best's Insurance Reports.

(a) **Fire and Casualty Insurance.** A policy or policies of insurance on the Common Areas of The Willows of Holladay Subdivision in such amounts as shall provide for replacement thereof in the event of damage or destruction from casualty against which such insurance is customarily maintained by other projects similar in construction, design, and use. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, and such other risks and hazards against which the Home Owners Association shall deem it appropriate to provide insurance protection as to the Common Areas. The Management Committee may comply with the above requirements by the purchase of blanket coverage and may elect such "*deductible*" provisions as in the Home Owners Association's opinion are consistent with good business practice.

(b) **Public Liability and Property Damage Insurance** The Home Owners Association shall obtain a broad form of comprehensive liability insurance for The Willows of Holladay Subdivision, in such amounts and in such forms as it deems advisable to provide adequate protection against liability for personal injury, death, and property damage. Coverage shall include without limitation, liability for operation of vehicles on behalf of the Home Owners Association and all activities in connection with ownership, operation, and maintenance. Limits and coverage of policy to be reviewed at least annually by the Management Committee and increased in its discretion.

(c) **Workers' Compensation Insurance** to the extent necessary to comply with applicable laws.

(d) **Fidelity Insurance or Bond** naming the Manager, if any, and such other persons as may be designated by the Management Committee as principals, and the Owners as obliges, for the first year in an amount at least equal to the estimated cash requirement for that year, and for each year thereafter in an amount at least equal to the total sum collected through the common expense fund during the proceeding year.

**16.3 The Management Committee shall be required to make every effort to secure insurance policies that will provide for the following:**

(a) A waiver of subrogation by the insurer as to any claims against the Management Committee, the Manager, the Owners and their respective servants, agents, and guests;

(b) That the master policy on the project cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Owners;

(c) That the master policy on the project cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Management Committee or Manager without a prior demand in writing that the Management Committee or the Manager cure the defect.

**16.4 The annual insurance review** which the Management Committee is required to conduct as provided in 16. 2-b shall include an appraisal of the improvements in the project by a representative of the insurance carrier writing the master policy,

**17. FAILURE OF MANAGEMENT COMMITTEE TO INSIST ON STRICT PERFORMANCE NO WAIVER**

**17.1 The failure of the Management Committee or Manager to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of these Bylaws or the rules and regulations, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future, of such term, covenant, condition, or restriction but such term, covenant, condition, or restriction shall remain in full force and effect. The receipt by the Management Committee or Manager of any assessment from an Owner, with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by the Management Committee or Manager of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Management Committee or Manager.**

**18. AUDIT.**

**18.1 Any Home Owner may at any reasonable time, upon appointment and at their own expense, cause an audit or inspection to be made of the books and records maintained by The Willows of Holladay Management Committee.**

**19. INTERPRETATION**

**19.1 Liberal construction.** The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a Planned Unit Development Subdivision. Failure to enforce and provision hereof shall not constitute a waiver of the right to enforce said provisions or any other provision hereof.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the day and year below written

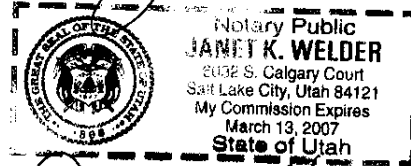
Declarant:

WILLOWS of , HOLLADAY Home Owners  
Association Inc.

By: *Darrell L. Johnson*  
Darrell L. Johnson President

State of Utah

County of Salt Lake



*Janet K. Welder*

The foregoing document was acknowledged before me this 29<sup>th</sup> day of April 2004, by Darrell L. Johnson, President of the Willows of Holladay Home Owners Association Inc.

RXLP WILLOWS OF HOLLADAY PUD AMD				BLK, LOT-QUAR	
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
		L	1	22-16-479-041-0000	NO
		L	2	22-16-479-040-0000	NO
		L	3	22-16-479-039-0000	NO
		L	4	22-16-479-038-0000	NO
		L	5	22-16-479-037-0000	NO
		L	6	22-16-479-033-0000	NO
		L	7	22-16-479-034-0000	NO
		L	8	22-16-479-035-0000	NO
		L	9	22-16-479-036-0000	NO
		L	10	22-16-479-032-0000	NO
		L	11	22-16-479-031-0000	NO
		L	12	22-16-479-030-0000	NO
		L	13	22-16-479-027-0000	NO
		L	14	22-16-479-029-0000	NO
		L	15	22-16-479-028-0000	NO
		L	16	22-16-479-026-0000	NO
		L	17	22-16-479-025-0000	NO
		L	18	22-16-479-024-0000	NO
		L	19	22-16-407-005-0000	YES
		L	20	22-16-407-006-0000	YES

RXLP WILLOWS OF HOLLADAY PUD AMD				BLK, LOT-QUAR	
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
		L	21	22-16-484-001-0000	NO
		L	22	22-16-484-002-0000	NO
		L	23	22-16-484-003-0000	NO
		L	24	22-16-484-004-0000	NO
		L	25	22-16-484-005-0000	NO
		L	26	22-16-484-006-0000	NO
		L	27	22-16-484-007-0000	NO
		L	28	22-16-484-008-0000	NO
		L	29	22-16-484-009-0000	NO
		L	30	22-16-484-010-0000	NO
		L	31	22-16-484-014-0000	NO
		L	32	22-16-484-013-0000	NO
		L	33	22-16-484-012-0000	NO
		L	34	22-16-484-011-0000	NO
		L	35	22-16-484-015-0000	NO
		L	36	22-16-484-016-0000	YES
		L	36	22-16-484-023-0000	NO
		L	36	22-16-484-024-0000	NO
		L	37	22-16-484-017-0000	NO
		L	38	22-16-484-020-0000	NO

RXLP WILLOWS OF HOLLADAY PUD AMD				BLK, LOT-QUAR	
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
		L	39	22-16-484-019-0000	NO
		L	40	22-16-484-018-0000	NO
		L	41	22-16-484-021-0000	NO
		L	19A	22-16-407-007-0000	NO
		L	AREA	22-16-484-022-0000	NO