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RECORDER, SALT LAKE COUNTY, UTAH  
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SALT LAKE CITY, UT 84109  
BY: SEM, DEPUTY - WI 7 P.

**WILLOWBROOK HOMEOWNERS' ASSOCIATION**  
**RULES AND REGULATIONS**  
**Effective and Adopted November 2004**

Under Article II, Sections 2(e) and 16 of the Bylaws of the Willowbrook Condominium (the "Bylaws"), the Management Committee has the authority to adopt and amend rules and regulations covering the details for the maintenance, operation, management, control and use of the Willowbrook Condominium and the Willowbrook Homeowners' Association (the "Association"). The following Rules and Regulations are instituted for that purpose. These Rules and Regulations supersede all previously issued Rules and Regulations.

All owners, residents and their guests are required to comply with these Rules and Regulations, as well as the Declaration of Covenants, Conditions and Restrictions of the Willowbrook Condominium (the "Declaration"), the Bylaws and all other applicable laws. All owners are required to provide notice of these Rules and Regulations to their renters and guests. The violation of any of these Rules and Regulations will subject the owner and/or renter to fines or other penalties as determined by the Association or the Management Committee as provided by the Declaration, Bylaws and/or Rules and Regulations.

The legal description of the Willowbrook Condominium located in Salt Lake County, Utah is set forth in the attached Exhibit A.

**SAFETY**

For the safety of all residents, no bicycles, skateboards, roller blades, big wheels, scooters or roller skates shall be ridden on the condominium property. In accordance with Murray City ordinances, bicycles may only be ridden on Murray City public streets.

Children playing in the common areas must have adult supervision at all times. Violators will be fined.

**DECKS, PATIOS AND BARBECUES**

It is the responsibility of the Association to maintain decks. Individual homeowners are not allowed to make modifications of any kind to their decks or patios.

Decks and patios are not to be used for storage of any kind. Only outdoor patio furniture and gas barbecues are allowed. **Charcoal barbecues are prohibited.**

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CO. RECORDER

## **PETS**

**This is a pet friendly community.** Dogs must be on a leash and cleaned up after at all times. Always carry a plastic bag with you when you go for a walk and be sure all droppings are collected in it, and that the top is tied and it is disposed of in the garbage. Do not dispose of pet waste in the shrubs.

Pets are not allowed in the clubhouse or the swimming pool area. Violations of this rule will result in loss of pool privileges.

Any nuisance caused by a pet, including, but not limited to, barking, etc. may require the pet's removal from the condominium property.

A \$75.00 fine will be imposed for each occurrence of any violation of this provision of the Rules and Regulations. Owners shall be responsible for the actions of their tenants' pets.

## **PROPERTY DAMAGE**

Each homeowner is personally responsible for any damage to the common areas made by family members, tenants, guests or pets.

## **NOISE**

Excessive noise, whether from stereos, indoor or outdoor entertaining, children, pets, etc., is prohibited.

## **PARKING**

No more than two vehicles per unit are allowed. Vehicles must be in working condition and currently registered. No vehicles shall be parked in areas designated "NO PARKING," red fire lanes, dumpster areas or in any driveways and roads of Willowbrook. To allow 24 hour a day access for emergency equipment and vehicles, parking is ONLY allowed in covered stalls and painted uncovered stalls. Violators will be towed away at owner's expense without warning.

## **PLUMBING**

Homeowners are responsible for maintaining their unit's fixtures and ensuring that they are in good repair. You are responsible for any damage to another unit resulting from a plumbing problem or fault in your own unit.

## **ADDITIONS / SIGNS**

Residents may make no visible additions to units. This includes awnings. All flowerpots must be attached on the inside of the balcony rail.

"For Sale" signs may be displayed only on Saturday and Sunday. "For Rent" signs are prohibited.

## **SATELLITE DISHES**

Satellite dishes are installed and maintained on the roof of each building and wired to each unit that subscribes to Jeyda Communications. Jeyda Communications is our exclusive satellite dealer and will install both Dish Network and DirecTV. All residents are required to connect to the permanently installed community dish. All subscriptions will be billed directly to any resident subscribing to satellite service from their server, either Dish Network or DirecTV. **Satellite dishes will not be allowed on any balcony or patio.** For more information, including promotional discounts, please **contact Jacob, owner of Jeyda Communications at 979-2269.**

## **SPEED LIMIT**

The speed limit at Willowbrook is 5 MPH.

## **CARPORTS**

Carports are for parking only, not for storage. They are to be kept free from grease or oil by the residents using them. Carports not properly maintained will be cleaned by a representative of the Management Committee at the Homeowner's expense and items will be removed. Bicycle parking is allowed only in the provided bicycle racks.

## **NOTICES AND ADVERTISEMENTS**

Notices cannot be posted in or on the buildings. Failure to comply with this rule will result in a \$75.00 fine.

## **CLUBHOUSE RENTAL**

The clubhouse may be reserved for private parties for \$25.00. Any homeowner or renter of Willowbrook interested in renting the upper level clubhouse is to call Barbara at 523-9740.

## **MAINTENANCE FEE / UTILITY BILLING**

The maintenance fee and utility bill is due the 1<sup>st</sup> of each month. If not postmarked by the 10<sup>th</sup> of the month you will be assessed a \$25.00 fee for the first month. The late fee will progressively increase by an additional \$5.00 per month until the account is paid in full. For example the 2<sup>nd</sup> month will be \$30.00, the 3<sup>rd</sup> month will be \$35.00, etc. Delinquent accounts over 60 days are subject to the disconnection of the air conditioner until the account is paid in full. Please remit payment to:

**Willowbrook Homeowners Association  
Post Office Box 57115  
Salt Lake City, Utah 84157**

## **AIR CONDITIONING**

Air conditioning is turned on no earlier than May 15<sup>th</sup> of each year and is turned off after the summer heat ends. According to the maintenance people, the unit thermostat should be set constantly at a comfortable degree. The air conditioners are not designed to cool off a unit after just a few hours when the unit has been hot all day. This practice increases the efficiency of the unit and decreases the overall time that the unit needs to be running. If you have any problems, call Lyman Dutson at 254-6258. Please call between the hours of 8 a.m. to 8 p.m. only.

## **DUCK FEEDING**

Feeding of ducks on Willowbrook property is **prohibited**. Violators will be fined.

## **COMMUNITY CLEANLINESS**

Do not dispose cigarette butts in the common area. They must be contained and disposed of in a tied bag. All household trash must be disposed of in a tied bag and deposited in the garbage dumpsters. All cardboard boxes must be collapsed before placing them in a dumpster.

No furniture, appliances or remodeling refuse is allowed in or around the dumpsters or on Willowbrook property. Violators will be fined.

## **ENFORCEMENT**

The Management Committee may implement any and all remedies and fines to ensure that these and any other rules it approves are complied with.

The Management Committee may impose fines in an amount ranging from \$25.00 to \$500.00 per occurrence depending upon the seriousness of the violation. Each day of a continuing violation shall be considered a separate occurrence. The Management Committee may pursue legal action to collect the amount of any fine.

Any owner who is delinquent or late in paying his or her monthly fees, assessments, fines, penalties, late fees or any other amount owed to the Association shall not be allowed to cast a vote either in person or by proxy at a meeting, election or other voting event.

A renter, tenant or any other person who is not an "owner" as that term is defined by the Declaration shall not be permitted to cast a vote either in person or by proxy at a meeting, election or other voting event.

## **MEETINGS**

Among other implied duties and powers, the Management Committee shall have the authority to cancel any meeting it has called.

## **PROCEDURE FOR VOTING BY PROXY**

Voting by proxy is permitted if the following procedures are followed:

1. Unless otherwise provided in the Bylaws, a homeowner who is entitled to vote may vote in person or by proxy.
2. The Management Committee or its managing agent will prepare an approved proxy ballot for each election or other voting event. The Management Committee or its managing agent will deliver by U.S. Mail an approved proxy ballot to each homeowner in advance of each election or other voting event. The Management Committee will only accept and give recognition to proxy votes cast on the approved proxy ballots prepared by the Management Committee or its managing agent.
3. All proxy votes must be mailed to the Association's post office box or hand-delivered by the homeowner casting the vote by proxy directly to the Secretary of the Management Committee. Any proxy vote that is not delivered to the Management Committee in this manner prior to the election or other voting event will not be recognized or counted.
4. A homeowner voting by proxy must sign and print his or her name on the approved proxy ballot or it will not be recognized or counted. The homeowner's address must also be stated on the proxy ballot or it will not be recognized or counted.
5. The Management Committee has the duty and authority to take all necessary steps to verify and confirm all votes cast by proxy before recognizing and counting the votes cast by proxy.
6. The Management Committee is entitled to reject a vote cast by proxy if the Secretary or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on the ballot or the signatory's authority to sign the ballot.

## **WILLOWBROOK SWIMMING POOL RULES**

1. A swimming pool key is required at all times in the pool area. Two bedroom units may have up to four people and three bedroom units may have up to six people. At least one owner / resident must be present with each party. There is a \$100.00 replacement fee for lost pool keys.
2. Children under 14 must be supervised at all times by a person who is 18 or older. Children may not ask adults already at the pool to provide such supervision.
3. Swimming pool hours are 10:00 A.M. - 10:00 P.M. daily. Swimming after 8:00 P.M. is to be observed as quiet time: NO loud music, loud talking or loud activities of any kind are allowed.
4. No glass of any kind will be allowed in the pool area!
5. There is no lifeguard on duty. Use of the pool is at the user's own risk!
6. No alcoholic beverages or food as outlined by the State Health Department are allowed in the pool area. No intoxicated persons are allowed in the pool area.
7. No bicycles, scooters, skateboards, roller blades or similar vehicles are allowed in the pool area at any time. Pets are not allowed in the pool area at any time.
8. Violation of these rules may result in suspension of pool privileges. This will be at the sole discretion of the Management Committee. Misuse of drinks in pool area will result in suspension of pool privileges to the offending parties.
9. Enforcement of rules will be supervised by the Management Committee. It is the responsibility of the owners / residents to help enforce these rules.

## EXHIBIT A

### THE WILLOWBROOK CONDOMINIUM LEGAL DESCRIPTION

BEGINNING on the West line of a street at a point North 331.95 feet and West 886.62 feet from the Southeast corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 8°08'02" West along West line of street 498.10 feet; thence West 68.11 feet to center of Cottonwood Creek; thence South along center of creek 63.97 feet; thence West 479.14 feet; thence South 21°00' East 322.75 feet; thence South 45°00' West 99.00 feet; thence South 68°30' East 247.50 feet; thence North 84°30' East 343.37 feet to the point of BEGINNING.

Including the following parcels:

Parcel #22-07-478-001-0000	Parcel #22-07-478-031-0000
Parcel #22-07-478-002-0000	Parcel #22-07-478-032-0000
Parcel #22-07-478-003-0000	Parcel #22-07-478-033-0000
Parcel #22-07-478-004-0000	Parcel #22-07-478-034-0000
Parcel #22-07-478-005-0000	Parcel #22-07-478-035-0000
Parcel #22-07-478-006-0000	Parcel #22-07-478-036-0000
Parcel #22-07-478-007-0000	Parcel #22-07-478-037-0000
Parcel #22-07-478-008-0000	Parcel #22-07-478-038-0000
Parcel #22-07-478-009-0000	Parcel #22-07-478-039-0000
Parcel #22-07-478-010-0000	Parcel #22-07-478-040-0000
Parcel #22-07-478-011-0000	Parcel #22-07-478-041-0000
Parcel #22-07-478-012-0000	Parcel #22-07-478-042-0000
Parcel #22-07-478-013-0000	Parcel #22-07-478-043-0000
Parcel #22-07-478-014-0000	Parcel #22-07-478-044-0000
Parcel #22-07-478-015-0000	Parcel #22-07-478-045-0000
Parcel #22-07-478-016-0000	Parcel #22-07-478-046-0000
Parcel #22-07-478-017-0000	Parcel #22-07-478-047-0000
Parcel #22-07-478-018-0000	Parcel #22-07-478-048-0000
Parcel #22-07-478-019-0000	Parcel #22-07-478-049-0000
Parcel #22-07-478-020-0000	Parcel #22-07-478-050-0000
Parcel #22-07-478-021-0000	Parcel #22-07-478-051-0000
Parcel #22-07-478-022-0000	Parcel #22-07-478-052-0000
Parcel #22-07-478-023-0000	Parcel #22-07-478-053-0000
Parcel #22-07-478-024-0000	Parcel #22-07-478-054-0000
Parcel #22-07-478-025-0000	Parcel #22-07-478-055-0000
Parcel #22-07-478-026-0000	Parcel #22-07-478-056-0000
Parcel #22-07-478-027-0000	Parcel #22-07-478-057-0000
Parcel #22-07-478-028-0000	Parcel #22-07-478-058-0000
Parcel #22-07-478-029-0000	Parcel #22-07-478-059-0000
Parcel #22-07-478-030-0000	Parcel #22-07-478-060-0000

**EXHIBIT A (Continued)**

**THE WILLOWBROOK CONDOMINIUM LEGAL DESCRIPTION**

Parcel #22-07-478-061-0000  
Parcel #22-07-478-062-0000  
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