

AMENDMENT TO THE RESTRICTIVE COVENANTS KOPPER VIEW MOBILE HOME PARK

This Amendment to the Restrictive Covenants (CC&R'S) of the Kopper View Mobile Home Park, West Valley City, Utah, hereinafter called the "Declaration" is made on this 26th day of February, 1998, by the Kopper View Mobile Home Park Homeowners Association, a Utah Corporation, hereinafter referred to as the "Association" pursuant to the provisions of the Utah Condominium Ownership Act, Section 57-8.

This Amendment affects the following tract of land in Salt Lake County, State of Utah,

All of Lots 1-97, KOPPER VIEW MOBILE HOME PARK, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder.

Those certain Restrictive Covenants dated February 23, 1981, recorded as entry number 3537626, Book 5217, Page (s) 781-783 are hereby amended as follows:

Paragraph 2 shall be amended and replaced to state:

2. Each Mobile Home placed on any lot shall, within 60 days after such placement, be equipped with decks, awnings, steps, skirting, tie downs, a carport for off-street parking for two vehicles, and shall be connected to the various utilities provided. Each Mobile Home shall be placed upon an engineered concrete pad, or other acceptable foundation methods approved by West Valley City and the Utah Division of Occupational and Professional Licensing as it relates to Mobile Home placement. Skirting must be designed and manufactured for Mobile Homes and must be non-combustible material, such as vinyl or aluminum. Wood, particle board, fiberglass, or unpainted sheet metal is not permitted. All homes shall be placed and anchored in accordance with West Valley City building codes. Both entrances must have steps of either precast concrete, factory type wood, or metal construction. Handrails must installed. Each home owner shall comply with the specific ordinance of West Valley City for such installation of decks handrails, and carports. Storage buildings must have the plans specifications and placement approved by West Valley City.

Paragraph 8 shall be amended and replaced to state:

8. A Home Owners Association has been formed for use and maintenance of the common areas, and the management and assessments on any other services it deems necessary, as evidenced by the formation of a non-profit Utah corporation, filed with the State of Utah, Division of Corporations August 28, 1996, State of Utah charter #193524. The Association shall be governed by the By-Laws, and the Articles of Association, with two thirds vote of the then lot owners constituting a majority. Each lot shall be allocated one vote. Pursuant to Article V of the Kopper View Mobile Home Park Homeowners Association, Article of Association, Section 4, all

public property, such as property owned by a public authority, within the Kopper View Mobile Home Park, shall be exempt from the provisions of the Articles of Association and the Restrictive Covenants. Any lot or lots held by a public authority shall be deemed public property and shall be exempt and ineligible to vote and excluded from calculations thereof.

Paragraph 9 shall be added as follows:

9. Each lot owner shall maintain their homesite and manufactured home in attractive, clean and neat manner, free from litter, trash, garbage, and will comply with all applicable laws, rules, and regulations of West Valley City and the State of Utah. Trash must be kept in a trash container. Homeowners are encouraged to plant shrubs, flowers and plants in a effort to beautify Kopper View. Homeowners agree to install, within six months of placement of the home upon the lot, a complete yard landscaping, to include grass and three (3) substantial trees. Homeowners can elect to install automatic sprinkler systems. Should a lot owner fail to install landscaping as stated herein, properly mow or maintain their lot, the Homeowners Association shall have the right, but not the obligation, to install the aforementioned landscaping, or to perform maintenance service and assess the lot owner for such costs. In the event the lot owner fails to pay such cost and expenses, the Homeowners Association can collection such unpaid costs pursuant to Article IV, under the terms of the Articles of Association.

DATED this 26th day of February, 1998.

Michael D. Wright, President
Kopper View Mobile Home Park Homeowners Association
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Notary

STATE OF UTAH) ss County of Salt Lake)

On the 26th day of February, 1998, Michael D. Wright, President and Trustee of the Kopper View Mobile Home Park Homeowners Association, personally appeared before me, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

My Commission Expires: Z-/3-200 (

Attested:

MH Development, Lot Owner

ASR, Utah, Inc., Lot Owner

MOTAR' FUBLIK

JAMIE SPANGLE

4655 South 100 East, Suite 208
Shift Law City, UT 84117

Mr Commission France 7-13-200*
Sale of Utah

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02/26/98 4:57 PN 108.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MICHAEL WRIGHT
4885 S 900 E #208
SLC, UT 84117
REC BY:R JORDAN , DEPUTY - WI

BK 7893P60425