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DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS  
AND RESTRICTIONS OF GREENBRIAR

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS  
AND RESTRICTIONS OF GREENBRIAR,  
A Manufactured Housing, Planned Unit Development  
Salt Lake City, Utah

THIS DECLARATION made this \_\_\_\_\_ day of \_\_\_\_\_,  
1981, by SIEGEL MOBILE HOME GROUP, INC., a Utah corporation,  
hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with permanent open spaces, streets, utility facilities and other common areas for the benefit of the said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces, streets, utility facilities and other common areas, and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and appurtenant to the property and for the benefit and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused to be incorporated under the laws of the State of Utah, as a non-profit corporation, Greenbriar Homeowners Association, for the purpose of exercising the functions aforesaid:

NOW, THEREFORE, the Declarant declares that the real property described in Article II, and such additions thereto as may hereafter be made is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

#### ARTICLE I

##### Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean the Greenbriar Homeowners Association, a Utah non-profit corporation, its successors and assigns.

(b) "Architecture Committee" shall mean the Architecture Committee appointed by the Board of Directors of the Association. If no Architecture Committee is in existence, any duties, powers and authorities given to the Architecture Committee by this Declaration shall be exercised by the Association.

(c) "The PLD Properties" or the "PLD" shall mean all such existing property, and additions thereto, as are subject to this Declaration under the provisions of Article II hereof.

(d) "Common Areas" shall mean those areas of land shown on any recorded plat of the properties and marked as "Common Areas" and/or intended to be devoted to the common use and enjoyment of the owners of the units as well as all equipment, fixtures, and personal property on the common areas. Common areas is more extensively defined in Article II, Section 4.

(e) "Developer" and "Declarant" shall mean Siegel Mobile Home Group, Inc., or its successor in interest,

(f) "Unit" shall mean any plot of land upon which is located a dwelling or which is intended for location of a

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dwelling. Units are identified upon the recorded map of the PUD by number. Units do not include the common areas as defined herein. The storage area is a unit for purposes of voting and assessment, but restrictions intended to govern residents of units containing or intended to contain dwelling are not applicable to the storage area unit.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title, and/or the equitable owner, whether one or more persons or entities, by virtue of a purchase contract to any lot, but shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or otherwise. The Declarant shall be the owner within the meaning of this paragraph of any unit for which it is, at the date of execution of these covenants and restrictions, the fee title owner.

(h) "Member" shall mean and refer to all those owners who are members of the Association as defined in Article VI, Section 1, hereof.

(i) "Mortgage", "Mortgagor" and "Mortgagee" include a trust deed, trustor and beneficiary respectively.

(j) "Institutional Holder" shall mean and refer to a mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

(k) "Declaration" shall mean and refer to this document.

(l) "Dwelling", shall mean any structure designed or used for habitation including but not limited to mobile homes, conventionally built homes, or manufactured housing as defined by the regulations of the U. S. Department of Housing and Urban Development.

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ARTICLE II

Property Subject to this Declaration;  
Units and Common Areas

Section 1. Property. The real property, and the improvements located thereon shall be held, transferred, sold, conveyed, and occupied subject to this Declaration. The real property is located in Salt Lake County, State of Utah, and is more particularly described on Exhibit "A" attached hereto, all of which real property shall hereinafter be referred to as "Existing Property". All of such property is subject to this Declaration and any additions thereto.

Section 2. Unit Boundaries.

(a) The boundary of each unit is defined by the recorded subdivision map.

(b) If a part of the common area encroaches on a unit or vice versa or a part of a unit encroaches on another unit, an easement for the maintenance of the encroachment exists for as long as the encroachment remains.

(c) When a dwelling is placed on the real property, or there is any other improvement to the real property, such dwelling or improvement becomes part of the real property and remains a part of the real property. It is intended that all such units including the improvements thereon shall be taxed as real property.

Section 3. Units. The units are described and their appurtenances are established as follows:

(a) The units are shown on the recorded subdivision map.

(b) Each unit is identified on the map by a specific unit number. The storage area is one unit. The storage area is designated on the map by the words "Storage Area". The Storage Area is more particularly described on Exhibit "B".

(c) The appurtenances to each unit include:

(1) Membership in Greenbriar Homeowner's Association..

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(2) Easements through other units for conduits, ducts, plumbing, wiring and other facilities for utility services to units and the common elements or areas.

(3) An easement for ingress and egress over streets, walks and other rights of way or common areas serving the units of the PUD as necessary to provide reasonable access to public ways.

(d) No appurtenance (including, but not limited to, Association membership) may be separated from the unit to which it belongs. All appurtenances are conveyed or encumbered or otherwise pass with the unit whether or not mentioned in an instrument describing the unit.

Section 4. Common Areas.

(a) Ownership and use of the common area are governed by the following:

(1) The share of an owner in the Association is appurtenant to the unit.

(2) The common areas shall remain undivided and no owner or any other person may bring an action for partition or division of the whole or any part of the common areas.

(3) Each owner and the Association may use the common areas for the purposes for which they are intended but no use shall hinder or encroach on the rights of other owners.

(4) The Board of Directors of the Association may change, decrease, increase, exchange, substitute or transfer the common areas or parts thereof if approved by a seventy five percent (75%) vote of the members of the Association.

(b) The common areas include, but are not limited to:

(1) The common areas as shown on the subdivision map.

(2) All improvements and parts of them that are not included within the units.

(3) Parking areas located on common areas, sidewalks, paths, streets and other means of ingress and egress.

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(4) Any and all electrical apparatus and wiring, television cables, plumbing pipes and apparatus, telephone wires, communication systems and other ducts, conduits, pump stations, lift stations, sewer lines, water lines, cables, wire or pipe outside the units.

(5) All tangible personal property required for the maintenance and operation of the property owned by the Association and for the common use and enjoyment of the owners.

(6) Installations that furnish utility services to more than one unit or to the common elements or to a unit other than the one containing the installation and property.

(7) When supplied by the Association, the manager's office and unit, if any.

(8) Riparian or littoral rights when acquired by the Association or appurtenant to the PUD property.

(9) Non-exclusive easements for ingress and egress over streets, walks and other rights-of-way to provide reasonable access to public ways.

(10) Streets, curbs and gutters.

(11) Drainage and flood control facilities and retention pond.

(c) The storage area is not a common area.

(d) The Association shall have the right to grant easements and access to and across common areas to utility companies or other parties.

### ARTICLE III

#### Rights and Obligations of Unit Owners

##### Section 1. Maintenance and Alteration.

(a) Association's Responsibility. The Association shall be responsible for the maintenance, cleaning, snow removal and repair of the common areas (other than maintenance, cleaning, snow removal and repair of the sidewalks which are the responsibility of the Owner whose unit borders on the sidewalk) including, but not limited to:

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(1) Conduits, ducts, plumbing, wiring and other facilities for utility services excluding those between the utility connection point for the unit and the unit itself, but this shall not obligate the Association to furnish the utility services.

(2) Sewer and water lines and pipes, lift stations and facilities.

(3) Drainage and flood control facilities and retention pond.

(4) Streets, curbs and gutters.

(b)(1) Owner's Responsibility. An owner shall maintain repair and replace all parts of the unit that are not the responsibility of the Association and all damage for which the owner is responsible under the provisions of this Declaration. The owner's responsibility includes but is not limited to, maintaining and repairing the landscaping, yard, fences, walls, patio, dwelling, sidewalks and any personal property on the unit. With respect to sidewalks and other paved areas, the Owner shall keep the same clean and shall be responsible for the removal of snow and ice.

(2) If an owner fails to perform the obligations set forth in paragraphs 5(b)(1) after ten (10) days written notice from the Association, the Association may perform the maintenance, repair or replacement and assess the cost against the owner. Assessments are a lien under and shall be governed by Article III, Section 2.

(c) Compliance. Persons designated by the Association may enter upon a unit (but not into a living unit without court order) at reasonable times to enforce this Section or to determine compliance with the Declaration or Articles of Incorporation or By-Laws of the Association.

Section 2. Assessments. Assessments against owners for common expenses, or pursuant to Article III, Section 1 or other provisions of this Declaration, shall be made and collected

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pursuant to these Declarations and the Association's Articles of Incorporation and By-Laws, subject to the following:

(a) Common expenses include all expenses incurred by the Association in performing its functions including but not limited to, expenses for utilities, service, improvements, maintenance, repairs and operation of common elements, common areas and Association functions.

(b) All owners shall be liable for a proportionate share of the common expenses in proportion to the number of units owned by the Owner to the total number of units in the project. Each owner shall promptly pay assessments when due. Each owner by accepting a deed consents to pay all charges and assessments of the Association.

(c) Assessments and installments of assessments not paid by the due date bear interest at the rate of 18% per year from the due date until paid. All payments on account shall be applied first to interest and then to the earliest assessment due.

(d) The unpaid part of an assessment that is due is secured by a lien on the unit and any improvement thereon when a claim of lien has been recorded by the Association in the public records of Salt Lake County. The Association shall not record a claim of lien until the assessment is unpaid for at least twenty (20) days after it is due. The owner of a unit hereby irrevocably appoints any officer of the Association as the owner's attorney in fact to file a lien with any and all governmental body or agency necessary or proper to secure and perfect the aforementioned line. The claim of lien filed in the public records of the County Recorder shall be sufficient to perfect a lien on the unit

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and all improvements thereon. A lien is subordinate to prior liens and encumbrances that are recorded or perfected.

(e) Persons liable for payment of assessments remain personally liable regardless of the lien securing payment.

(f) If an assessment is not paid within twenty (20) days after it is due, the owner shall be responsible for any reasonable attorney's fees and for costs of collecting the assessment and for foreclosing on the lien. The lien for unpaid assessments shall also secure reasonable attorney's fees and expenses of collection incurred by the Association in collecting the assessment or enforcing the lien, in addition to the lien amounts.

(g) In a foreclosure of a lien for assessments, the Association is entitled to the appointment of a receiver and to collect rent from the owner of the unit. The Association may acquire title to a unit and the improvements located on it in the course of pursuing its remedies to collect assessments. Notice of the intent to foreclose a lien for assessments shall be given by the Association to the owner at least thirty (30) days before the action is filed.

(h) The owner of a unit and the improvements thereon and the owner's grantees, successors and assigns are jointly and severally liable for all unpaid assessments due at the time of a conveyance. The liability is not avoided by a waiver of the use or enjoyment of any part of the common area or by abandonment of the unit against which the assessment is made. A purchaser of a unit and the improvements thereon at a judicial or foreclosure sale or a mortgagee who accepts a deed in lieu of foreclosure is liable only for assessments coming due after the sale or conveyance and for that part of past due assessments prorated for the period after the date of the sale or conveyance. Such a purchaser at a judicial or foreclosure sale is entitled to the benefit of all prepaid assessments paid beyond the date the purchaser acquires title. Any unpaid assessment for the time before a sale or foreclosure is a common expense.

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(i) The Association shall give any owner so requesting, a written statement of his assessment account at the date of the request. The statement may be relied on by subsequent purchasers and mortgagees.

(j) If the Association acquires title to a unit and the improvements thereon by judicial action or pursuant to purchase at a foreclosure sale, the cost of acquisition and maintenance is a common expense.

#### ARTICLE IV

##### Administration

##### Section 1. Association.

(a) The PUD and common areas shall be administered by the Association. A copy of its Certificate of Incorporation is attached hereto as Exhibit "C". Each owner shall be a member of the Association. Expenses of administration are a common expense.

(b) Notwithstanding the duty of the Association to maintain and repair parts of the common areas, the Association is not liable to owners for injury or damage, other than the costs of maintenance and repair, caused by any defective condition in the property to be maintained and repaired by the Association or caused by the elements or other owners or persons.

(c) The share of a member in the funds and assets of the Association cannot be sold, assigned, hypothecated or transferred, pledged or mortgaged except as an appurtenance to the unit.

(d) All funds and the title to all property acquired by the Association are held in trust for owners in accordance with this Declaration.

(e) The exercise of voting rights of members of the Association shall be governed by the By-Laws. Each unit (other than units owned by Declarant which are entitled to three (3) votes as set forth in the Articles) confers one vote regardless of the number of owners of the unit. If units are combined,

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voting rights shall be computed as the units were originally designed.

(f) The Association may contract with a manager and delegate to the manager the performance of duties of the Association.

Section 2. Insurance. No title insurance shall be purchased by the Association on common areas. Other insurance on the property is governed by the following:

(a) Any buildings and improvements on the common areas shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common areas including, but not limited to, equipment used in the operation of the sewage lift station shall be insured for its value, all as determined annually by the board of directors. The coverage shall afford protection against loss or damage by fire and other casualties covered by standard provisions for "extended coverage" and "other perils". Public liability insurance shall be maintained in the amounts and coverage determined by the Association including non-owned automobile coverage. The Association has no duty to assess for funds to discharge a liability in excess of insurance. Workman's compensation insurance that the Association determines to be desirable or is required by statute shall be maintained.

(b) All insurance policies covering PUD or Association property or liability shall be purchased by the Association. The named insured shall be the Association individually and as agent for the owners and their mortgagees, without naming them. Provision shall be made for issuance of mortgagee endorsements and memoranda of insurance to mortgagees of owners.

(c) The proceeds from casualty insurance after a loss shall be used by the Association to make necessary repairs and any excess shall be used in the discretion of the Board of Directors.

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(d) The Association is irrevocably appointed agent to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases on the payment of claims for each owner and for each holder of a mortgage or other interest in the PUD.

(e) All companies issuing insurance policies under this paragraph shall be licensed to do business in Salt Lake City, Utah.

(f) No person, other than the owner of a unit or a mortgagee, shall have the right to place hazard or liability insurance for that unit.

#### ARTICLE V

##### Use Restrictions.

Section 1. Nonapplicability to Storage Area The provisions of Article V do not apply to the storage area.

Section 2. Use of Units.

(1) Single Family Use Only. Each unit shall be occupied only as a single family residence and for no other purposes. No unit shall be divided or subdivided into a smaller unit nor shall any part be sold or otherwise transferred. No commercial enterprise shall be permitted in the PUD other than in the storage area, or for the sale of units and/or dwellings by the Declarant or its designated successor or assignee.

(2) A dwelling may be rented if the occupancy is only by the tenant and his or her family, its servants and guests. No room or rooms may be rented unless the entire dwelling is rented to the same tenant and that tenant's family.

(3) Common Area Use. The common areas shall be used only for the purpose for which they are intended. No immoral, offensive or unlawful use shall be made of the PUD property or any part of it. All valid laws, ordinances and regulations of governmental authorities having jurisdiction shall be complied with.

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(4) Nuisance Restriction. Nuisances shall not be allowed or maintained on the PUD property nor shall any use or practice that is the source of annoyance to residents or that interferes with the peaceful possession and proper use of the property by residents.

(5)(a) Health and Safety. Owners and residents must keep all parts of the PUD property in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. Garbage and trash shall be sacked or securely wrapped and placed in an approved container that must be kept tightly closed, maintained in good condition and stored as set forth by regulation of the Association.

(b) No owner shall use or permit a use of the unit or of the common areas that will increase the cost of insurance on the PUD property.

(c) Any services undertaken by the Association because of an owner's failure to fulfill an owners responsibility will result in an additional charge to the owner as a part of the owner's assessment with the amount being established by the Association. Such sum if unpaid shall be a lien on the unit.

(6) Regulations. Uniform reasonable regulations concerning the use of PUD property may be adopted, amended and rescinded from time to time by the Association as provided in the By-Laws. Copies of the current regulations shall be furnished by the Association to all owners and residents of the PUD property on request. The regulations shall not conflict with the Declaration or By-Laws.

(7) Utilities. Each owner shall pay for all utility services that are separately metered to the owner's unit. Utility services billed to the Association shall be part of the common expense.

(8) Motor Vehicle Restriction.

(a) All motor vehicles of the owner or occupants shall be parked entirely within the garage area. Guests may park

on the street solely in accordance with the Rules and Regulations of the Association. Street parking shall be limited to permit cleaning and snow removal. Motor vehicles shall not be parked on grass at any time. No boat, boat trailer, travel trailer, camper, disabled or unsightly vehicle or van larger than a one ton passenger van shall be parked or kept on the PUD property except in garages or in the Storage Area. Maintenance or repair of motor vehicle shall not be permitted on the PUD property. Motor vehicles with loud mufflers or exhaust systems shall not be permitted on the PUD property. Motorcycles, motorbikes, motorscooters and similar vehicles shall be permitted on the PUD property only if they are owned by residents of the PUD and are used for transportation in and out of the PUD property. Such vehicles shall not be driven within the PUD property except for the purpose of ingress and egress to units.

(b) Garages shall not be used for living quarters, businesses, or commercial workshops.

(9) Storage. No outdoor storage of any kind shall be permitted except as provided in the drawings submitted to and approved by the Architecture Committee of the Association. All personal property shall be stored within the garage or the dwelling. Personal property shall not be stored under the dwelling. Bicycles, tricycles, motorcycles, motorbikes, motorscooters and similar vehicles may be stored within the garage.

(10) Landscaping.

(a) Each owner shall properly maintain the lawn and shrubbery and the exterior of any structures located on the unit. The grass shall be kept cut and edged at all times. The Association has the right to maintain the landscaping and the exterior of all structures on the unit in the event of the unit owner's failure to do so. The cost of the maintenance shall be billed to the unit owner as a part of his assessment in the same manner as other charges to an owner. Before planting of trees or shrubbery, permission must be obtained from the Architecture

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Committee to avoid interference with underground utilities.

(b) Unit owners are responsible for maintaining, preserving and replacing all landscaping on their unit.

(c) All units must be landscaped with sod within thirty (30) days of placement or construction of the improvements home on the unit. Extensions of said thirty (30) days can be given by the Architecture Committee if an owner cannot place the sod on the unit because of inclement or adverse weather conditions.

(d) If a unit owner does not wish to place sod on all of the unit not occupied by the improvements, the owner can request an exception in writing from the Architecture Committee. The decision as to whether an exception is granted is within the sole discretion of the Architecture Committee.

(e) No deep tap root variety trees may be placed within utility easement. Any damage to utilities caused by an owner shall be that owner's responsibility and shall be assessed as a lien by the Association against such Owner.

(11) Electrical and Plumbing Repair. No electrical or plumbing repair work or electrical or plumbing installation shall be undertaken within the unit (except inside the dwelling or repairs to sprinkling systems), nor shall there be any digging within any utility easement nor within three (3) feet of a unit boundary without obtaining the written approval of the Association or Architecture Committee. The Association may make regulations concerning the type, design and construction of all electrical and plumbing installations for the safety of the PUD residents and the aesthetic appearance of the PUD property. The cost of removal and replacement of any fence placed within utility easement shall be the responsibility of the Owner.

(12) Setback, Sideyard and Fence Restrictions. No structures or fences shall be permitted on the unit unless approved in writing by the Architecture Committee. No structure, (including, but not limited to, eaves or awnings) other than a hedge, shrubbery or tree, shall be placed or permitted within

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three (3) feet of any side or rear boundary line of a unit nor within ten (10) feet from any front boundary line unless an exception is obtained from the Architecture Committee. The location for placing a dwelling on the unit shall be determined by the Declarant.

NOTWITHSTANDING THE FOREGOING, no dwelling may be placed on a unit if it does not conform with applicable zoning and building regulations, rules, ordinances and conditions and required approvals of applicable governmental bodies.

(13) Grades and Drainage. No owner shall alter or change the grade of the unit. Nothing shall be placed on the unit to block or interfere with the drainage of the unit or other units in the PUD.

(14) Pets. Cats, dogs, and caged birds shall be the only pets permitted in the PUD. All pets shall be collared and currently licensed and shall be kept under control at all times. Pets shall be on a leash when out of doors, but pets may not be left tied outdoors. When a pet is outdoors, the owner shall be responsible for cleaning up after the pet. A maximum of one pet for each resident family shall be allowed. The Association has the right to require the removal of a pet from the PUD in the event of violation of this paragraph or in the event the pet creates a nuisance.

(15) Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be placed on any part of the common areas or units without the written permission of the Association.

(16) Exterior Appearance Restrictions. An umbrella-type clothesline, not to exceed 61 inches in height, may be installed at the rear of the unit. No other type of clothesline will be permitted. No outdoor washing of laundry will be permitted at any time. No unit owner shall drill a well. All outside holiday decorations shall be removed from outside display within 5 days after the holiday, except that Christmas decorations shall be removed by January 5, following Christmas.

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The owner shall not paint, modify, otherwise decorate or change the appearance of any part of the exterior of any improvement on the unit, including the dwelling and any patio, nor attach any exterior light, wire, clothes lines or other thing to the dwelling or anything else on a unit, nor display a sign of any kind on the unit nor shall any person place any articles or property in any part of the common area without the prior written consent of the Association.

(17) No Peddling. Soliciting or peddling shall not be permitted within the PUD without the written permission of Developer.

(18) Costs to Association. The Association may assess an owner for any failure to comply with this Article or any part of it that results in expense to the Association. Assessments are a lien under and shall be governed by Article III Section 2. Developer may enforce the requirements of this Section by any remedy permissible at law or in equity. After the operation of the PUD is turned over to the Association, all approvals and consents shall be obtained from the Association instead of Developer.

#### ARTICLE VI

##### Dwelling Requirements.

Section 1. Minimum Size. No dwelling shall be placed on a unit without the prior written approval of the Architecture Committee. Any dwelling to be built or placed on a unit must contain a minimum of 960 square feet. Any manufactured home to be placed on a unit must consist of a minimum of two sections.

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Section 2. Submission of Plans. No dwelling or any other structure shall be placed or maintained on the unit nor shall any addition to or change of the dwelling or any structure be made until drawings and specifications showing the nature, kind, shape, height, material, floorplan, age, size and location are approved in writing by the Architecture Committee of the Association. The Architecture Committee of the Association may approve or disapprove the drawings and specifications upon any grounds deemed appropriate, including aesthetic grounds. Failure to disapprove drawings and specifications within thirty (30) days after submittal to the Architecture Committee shall constitute automatic approval in accordance with the drawings and specifications submitted. Incomplete drawings and specifications shall not be a basis for automatic approval. All structures shall comply with applicable HUD building codes for manufactured housing or accessory structures and all governmental regulations pertaining to them. The owner or builder must obtain all necessary governmental permits at the owner's expense. Any attachments to the dwelling shall be approved by the Architecture Committee. The wheels, hitches and axles of all manufactured homes must be removed.

Section 3. Structural Requirements. All manufactured homes must be installed on a permanent concrete foundation. The foundation shall be concrete block or formed concrete. All dwellings must have residential type siding and pitched asphalt shingle roofs or equivalent. All dwellings must be recessed at or near ground level so that the entrance to the home is approximately at ground level. The Architecture Committee shall supervise the recessing of each dwelling. All dwellings must have attached garages unless the Architecture Committee gives prior written approval to the construction or placement of a dwelling without a garage.

Section 4. Storage Area. The Declarant does hereby give notice of its intent to reserve unto itself the Storage Area referred to on the survey map in the approximate area of 1.678

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acres, and as more particularly described on Exhibit "B" attached hereto and incorporated by reference. Said storage area shall be an integral part of the planned unit development, but shall be owned and maintained and operated by Declarant or its successors, designees or assigns. Any persons using said storage units shall be entitled to use the streets and other common areas for ingress, egress and normal use in conjunction with use of the storage area. The Owner of the unit referred to as the storage area is hereby granted an easement and right of way over and across all streets of the Association and the PUD.

Section 5. Taxes. If taxes, assessments or other impositions are levied by any governmental authority against any property except the several units, the Association shall pay them as a common expense. All taxes levied against a unit shall be paid by the owner.

Section 6. Default. Each owner is governed by and shall comply with this Declaration of Protective Covenants, Conditions and Restrictions and the Articles of Incorporation, By-Laws and Regulations of the Association as they exist from time to time. All costs and expenses incurred by the Association and/or damages sustained by the Association as a result of an Owner's breach of the Declaration, Articles, Bylaws or Regulations of Greenbriar constitutes an assessment and a lien in that amount in accordance with Article III, Section 2. Failure of an owner to comply entitles the Association or other owners to the following relief in addition to other remedies applicable, including but not limited to, a lien foreclosure as referred to in Article III, Section 2. The Associations remedies are cumulative.

(a) An owner is liable for the expense of maintenance, repair or replacement rendered necessary by the owner's negligence or intentionally wrongful acts or omissions and those of members of the owner's family or guests, employees, agents or lessees. An owner shall pay the Association the amount of any increase in its insurance premiums caused by the use, misuse, occupancy or abandonment of a unit or its appurtenances.

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(b) In the event of the failure of an owner or the Association to comply with the terms of the Declaration or Articles, By-Laws or regulations of the Association, the prevailing party is entitled to recover the costs of the proceedings and reasonable attorney's fees whether or not litigation is instituted.

(c) Failure of the Association or an owner to enforce any provision of the Declaration, Articles of Incorporation, By-Laws or regulations is not a waiver of the right to do so thereafter.

(d) An injunction may be obtained against the continuance of any default except the failure to pay assessments.

(e) The Association may use any other civil proceeding that is not prohibited by law.

Section 7. Amendment.

(a) This declaration may be amended by a vote of seventy-five percent (75%) of the votes of the Association's members at a meeting called for that purpose. Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing if it is delivered to the secretary at or before the meeting. The amendment must be approved by persons entitled to vote the ownership of at least seventy-five percent (75%) of the units.

(b) If an amendment is passed, a copy of the amendment shall be recorded with the Salt Lake County Recorder by attaching it to or incorporating it in a certificate executed by the Association in the manner required for a conveyance of land certifying that the amendment was duly adopted. The amendment is effective when the certificate is recorded in the public records of Salt Lake County.

(c) No amendment shall discriminate against any owner nor against any unit or class of units unless seventy-five percent (75%) of the affected owners consent. No amendment shall change any unit nor the share in the Association nor increase the owner's share of the common expenses unless the owner of the unit

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affected consents in writing to the amendment. No change affecting a unit shall affect prior recorded mortgages or liens without the consent of the mortgagee or lienor. The nonprofit character of the Association shall not be changed.

(d) Notwithstanding the provisions of Section 7 paragraph (a)(b) and (c), the Developer may amend the Declaration, including the size and configuration of and appurtenances to a unit, until Developer no longer has 50% or more of the votes of the Association. Provided however, if the amendment materially affects the rights of the initial purchaser or the value of his unit, and if such owner does not approve the amendment, the Developer shall have the right to rescind the contract of sale. The Owner's only remedy in the event the Owner doesn't approve the amendment shall be rescision of the contract.

(e) Clerical errors and items required by law to be in the PUD Declaration may be added or corrected at any time by Developer until management of the Association is turned over to the owners or thereafter by the Association by recording the amendment. Errors in the survey or subdivision map may be corrected by a licensed surveyor employed by Developer or Association at any time by recording the corrected survey or subdivision map or a certificate or affidavit making the correction.

(f) Amendments under subparagraphs (d) and (e) do not require the approval of the owners or institutional mortgagees or any formalities other than the execution and recordation of the amendment.

Section 8. Covenants with Land. All provisions of the Declaration are covenants running with the land and every part of and interest in it. Every unit owner of and claimant against the land or an interest in it and their heirs, personal representatives, successors and assigns is bound by the Declaration.

Section 9. Severability. The invalidity of part of the Declaration does not affect the validity of any other part.

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Section 10. Exculpation of Conflict of Interest.

Developer or Developer's nominees will form the Association. No contract or other transaction between the Association and Developer or another person or corporation shall be void or voidable because Developer or its nominees are financially interested in either Association or the other party to the contract or transaction. Developer and its nominees have no fiduciary or other duty as directors and officers of the Association to an owner or future owner for their acts or omissions to act in connection with any contract or transaction of the Association while they are serving as officers or directors of it, regardless of any rule of law to the contrary. Any interlocking corporate arrangement is not a ground to invalidate or contest the contract or transaction. This covenant is an essential part of the consideration for the conveyance of each unit by Developer to the initial purchaser.

Section 11. Retained Rights of Developer.

(a) Developer may transact any business necessary to consummate sales of units and dwellings and improvements thereon, including, but not limited to, erection and maintenance of unit models, erection and maintenance of signs and advertising for the sale of units, occupation of offices, models, and common areas, and use of the common areas for the purpose of sales. Sales office furnishings, furniture and furnishings in the model units, signs and other items pertaining to sales remain the property of Developer. Developer shall have exclusive possession of the sales office located on the common areas and the right to bring prospective purchasers through all common areas. The rights under this subparagraph shall continue until all units other than those to be retained permanently by Developer have been conveyed by Developer.

(b) Developer may change the location of easements for ingress and egress from the property described in this Declaration to public roads so long as the easement conforms to the requirements of all governmental authorities having

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jurisdiction over it. Each unit owner and prospective unit owner in the PUD acknowledges that the change of easements does not materially affect his rights or the value of his unit.

(c) Developer may retain control of the Association until Developer is required by law to transfer control to the unit owners. Directorships in the Association shall be filled as prescribed by law during the time Developer retains control of the Association. Developer may elect at least one member of the Board of Directors as long as Developer holds any units for sale in the ordinary course of business. No action detrimental to the sales of units or dwellings by Developer shall be taken by the Association.

(d) Developer reserves an easement for ingress, egress, drainage, utility, flood control and other land development purposes over, under, on and across all common elements of the PUD and any future additions to it, for the benefit of adjacent property now owned by Developer including, but not limited to, the real property owned by Developer and described on Exhibit "D" or subsequently acquired by him. Developer may use the parts of the common areas that are not occupied by structures to install, construct and maintain roadways, walkways, utility service lines and appurtenances, drainage facilities and for similar purposes and may create permanent easements on or in common elements even though the use benefits only other property owned by the Developer.

Section 12. Phases and Annexation.

(a) The Developer intends to construct the PUD complex provided for in this Declaration in phases, although all of the property described in Exhibit "A" is now subject to the provisions of this Declaration.

(b)(1) The completion of subsequent phases will have no impact upon the initial phase or any succeeding phase.

(2) Each owner shall be a member of the Association and shall have equal ownership in the Association. One vote shall be attributable to each unit.



(3) All units enumerated on the recorded subdivision plat are entitled to vote.

(c) Developer may amend this Declaration to show the inclusion of the additional units and any common areas and easements related to them. Common areas shown on the survey that are not occupied by buildings may be modified by a subsequent survey recorded pursuant to this paragraph. If additional acreage is completed and submitted to PUD ownership under this Declaration, the shares in the Association, common expenses and common surplus shall be changed automatically so that the number of units on such additional acreage submitted to PUD ownership shall have an equal share of the Association and common expenses. This change shall be automatic on submission of additional acreage to PUD ownership under this Declaration, regardless of whether this Declaration is amended to show the changed shares or not. If Developer annexes additional acreage to the PUD or abandons or otherwise ceases to construct the entire PUD, this Declaration shall be amended to show the total number of units, and all rights, obligations and responsibilities will be adjusted accordingly. An amendment under this paragraph may be executed by Developer only, (even if a transfer of control of the Association has been effected), in the manner required for a conveyance of land and recorded in the public records of the county where the PUD is located. The amendment shall be effective on recordation. Developer may use the common areas in a reasonable manner during construction of any part of the PUD complex. If necessary, Developer may require the Association to amend its Certificate of Incorporation and By-Laws to include the additional units or to decrease the number of units. The Association shall do so within sixty (60) days after the request.

(d) If additional acreage is added to or annexed to this PUD, all such acreage and units shall be subject to the terms of this Declaration.

(e) Each unit owner acknowledges that Developer's right to annex additional acreage and/or construct additional

units and to use the common areas for all of the units thus constructed or for adjacent land owned by Developer is a part of the consideration for the sale and purchase of the unit and has been taken into consideration in fixing the purchase price of the unit. Each unit owner and prospective unit owner acknowledges that the inclusion of additional units in the PUD does not materially affect the owner's rights or the value of his unit even though the full number of units to be constructed is unknown at the time of closing the transaction of sale and purchase of the unit.

#### ARTICLE VII

##### Section 1. Membership and Voting Rights in the Association.

A. Every person or entity who is an owner as defined in Article I, Section (g) of any unit which is subject by covenants or record to assessment by the Association shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

B. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section A with the exception of the Declarant. Class A members shall be entitled to one vote for each unit in which they hold an interest. When more than one person holds such interest or interests in any unit all such persons shall be members, and the vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such unit. In the event such persons fail to agree then their vote shall be cast ratably among the respective interests.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each unit in which it holds an ownership interest, provided that the Class

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B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) on November 15, 1987; or
- (b) at such earlier date as Declarant in his discretion considers the development 75% or more completed and so notifies the owners.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each unit in which it holds the interests required for membership under Section 1.

Section 2. Additional Rights of the Association. The rights created hereby shall be subject to the following:

(a) The right of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the common areas and to mortgage said properties.

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) The right of the Association, as provided in its Articles and By-Laws to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for an infraction of its published rules and regulations; and

(d) The rights of the Association or Declarant to dedicate or transfer all or any part of the common areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer shall be effective unless an instrument signed by a majority of the vote of the Association agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least thirty

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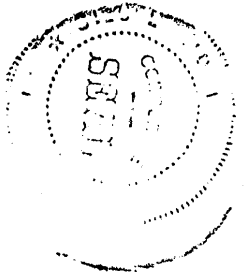
(30) days in advance of any action taken.

DATED this 14 day of August 1981.

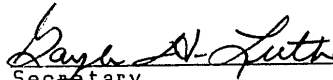
SIEGEL MOBILE HOME GROUP, INC.

By: 

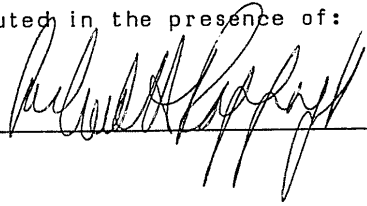
Its: PRES



ATTEST:

  
Secretary  
(Corporate Seal)

Executed in the presence of:

  
\_\_\_\_\_  
\_\_\_\_\_

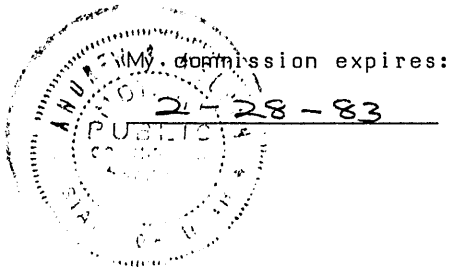
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STATE OF UTAH )  
 : ss.  
County of Salt Lake )

On the 14 day of August, 1981, personally appeared before me Dan Siegel and Gayle H. Luth, who being by me duly sworn did say, each for himself, that he, the said Dan Siegel is the President, and he, the said Gayle H. Luth, is the Secretary of Siegel Mobile Home Group, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Dan Siegel and Gayle H. Luth each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Andrew R. Nelson  
NOTARY PUBLIC

Residing in:  
Salt Lake County, Utah



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EXHIBIT "A"

Situated in Salt Lake County, Utah

COMMENCING at a point which is 40 feet North  $00^{\circ}02'08''$  West and 958.3 feet South  $89^{\circ}52'27''$  West from the East 1/4 Corner of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South  $89^{\circ}52'27''$  West 1695.92 feet; thence North  $0^{\circ}05'06''$  West 1283.29 feet; thence North  $89^{\circ}50'30''$  East 2615.33 feet; thence South  $0^{\circ}02'08''$  East 687.78 feet; thence West 20.0 feet; thence South  $54^{\circ}38'53''$  West 202.21 feet; thence West 938.0 feet; thence South 470.47 feet; thence North  $89^{\circ}52'27''$  East 205.0 feet; thence South 12.0 feet to the place of commencement.

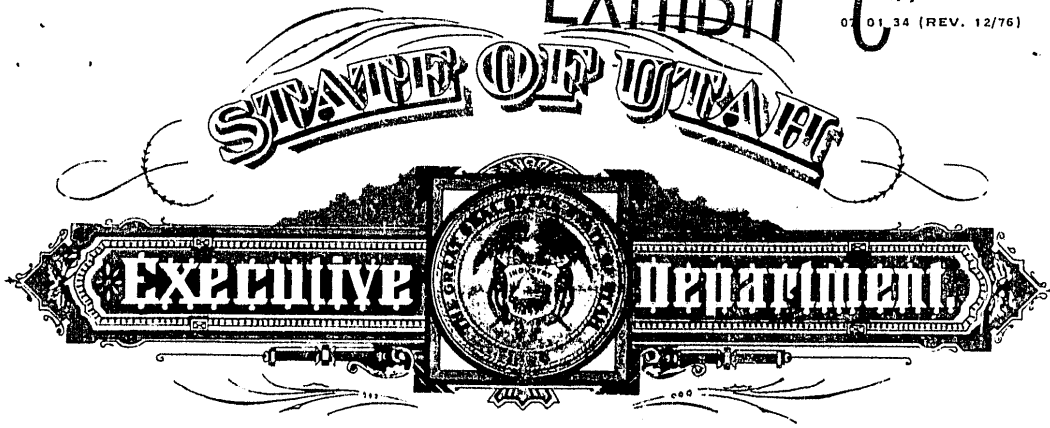
Containing 64.4532 acres.

EXHIBIT "B"

STORAGE AREA

Situated in Salt Lake County, Utah

Beginning at a point which is N.00° 02' 08" W., 1324.797 feet and S.89° 50' 30" W., 1051.458 feet from the East 1/4 Corner of Section 25, T. 1S., R. 2W., S.L.B. & M. and running thence South 97.559 feet; thence West 18.542 feet to a point of curvature of a 73.077 foot radius curve to the left (radius point bears South); thence Southwesterly along the arc of said curve 50.909 feet (Delta = 39° 54' 54") to a point of curvature of a 64.615 foot radius curve to the right (radius point bears N.39° 54' 54" W.); thence Southwesterly along the arc of said curve 45.014 feet (Delta = 39° 54' 54"); thence West 372.683 feet to a point of curvature of a 161.037 foot radius curve to the right (radius point bears North); thence Northwesterly along the arc of said curve 70.794 feet (Delta = 25° 11' 17") to the point of curvature of a 107.519 foot radius curve to the left (radius point bears S. 25° 11' 17" W.); thence Northwesterly along the arc of said curve 47.267 feet (Delta = 25° 11' 17"); thence North 102.465 feet; thence N.89° 50' 30" E., 593.872 feet to the point of beginning.



Office of Lt. Governor/Secretary of State

CERTIFICATE OF INCORPORATION

OF

GREENBRIAR HOMEOWNER'S ASSOCIATION

I, DAVID S. MONSON, Lt. Governor/Secretary of State of the State of Utah, hereby certify that duplicate originals of Articles of Incorporation for the incorporation of

GREENBRIAR HOMEOWNER'S ASSOCIATION

duly signed and verified pursuant to the provisions of the Utah Non-Profit Corporation and Cooperative Association Act, have been received in my office and are found to conform to law.

Accordingly, by virtue of the authority vested in me by law, I hereby issue this Certificate of Incorporation of

GREENBRIAR HOMEOWNER'S ASSOCIATION

and attach hereto a Certificate of Good Standing.

FILE # 88763

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Utah at Salt Lake City, Utah, this second day of October A.D. 19 80.

David S. Monson

LT. GOVERNOR/SECRETARY OF STATE

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Articles of Incorporation  
October 2nd 30 5.00  
BS  
ARTICLES OF INCORPORATION  
OF  
GREENBRIAR HOMEOWNER'S ASSOCIATION

In compliance with the requirements of Utah Nonprofit Corporation and Cooperative Association Act, 16-6-18 et seq., Utah Code Annotated 1953, as amended, the undersigned, all of whom are residents of the State of Utah and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is GREENBRIAR HOMEOWNER'S ASSOCIATION, hereinafter called the "Association".

ARTICLE II

The period of duration of the Association shall be perpetual.

ARTICLE III

The principal office of the Association is located at 1018 Atherton Drive, Salt Lake City, Utah 84107.

ARTICLE IV

Dan Siegel, whose address is 1018 Atherton Drive, Salt Lake City, Utah 84107, is hereby appointed the initial registered agent of the Association.

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Units and Common Area within that certain tract of property described on Exhibit "A" attached hereto and hereby incorporated by reference,

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Salt Lake County Recorder, State of Utah, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of seventy-five percent (75%) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by seventy-

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five percent (75%) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of seventy-five percent (75%) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Utah Nonprofit Corporation and Cooperative Association Act by law may now or hereafter have or exercise.

#### ARTICLE VI

#### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association.

#### ARTICLE VII

#### VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

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Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on November 1, 1987.

#### ARTICLE VIII

#### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
DAN SIEGEL	1018 Atherton Drive Salt Lake City, Utah 84107
RICHARD A. RAPPAPORT	66 Exchange Place Salt Lake City, Utah 84107
ANDREW NELSON	4020 Power Circle Holladay, Utah 84117

#### ARTICLE IX

#### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and

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assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XI

INCORPORATORS

The names and addresses of the incorporators are as follows:

<u>NAME</u>	<u>ADDRESS</u>
DAN SIEGEL	1018 Atherton Drive Salt Lake City, Utah 84107
RICHARD A. RAPPAPORT	66 Exchange Place Salt Lake City, Utah 84111
ANDREW NELSON	4020 Power Circle Holladay, Utah 84117

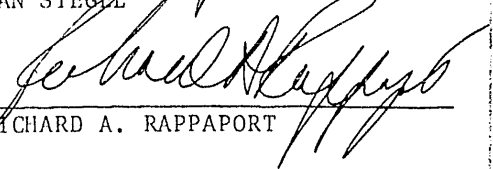
ARTICLE XII

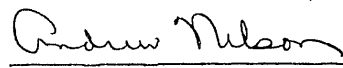
BY-LAWS

The internal affairs of the Association shall be regulated by By-Laws adopted by the Board of Directors.

DATED this 2<sup>nd</sup> day of October, 1980.

  
\_\_\_\_\_  
DAN SIEGEL

  
\_\_\_\_\_  
RICHARD A. RAPPAPORT

  
\_\_\_\_\_  
ANDREW NELSON

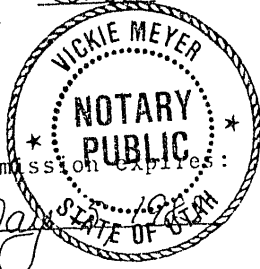
STATE OF UTAH )  
 : ss.  
County of Salt Lake )

I, Vickie Meyer, a Notary Public,  
hereby certify that on the 2nd day of October, 1980,  
personally appeared before me DAN SIEGEL,

RICHARD A. RAPPAPORT and ANDREW NELSON,

who being by me first duly sworn, severally declared that they  
are the persons who signed the foregoing document as incorpora-  
tors and that the statements therein contained are true.

IT WITNESS WHEREOF, I have hereunto set my hand and  
seal this 2nd day of October, 1980.



Vickie Meyer  
NOTARY PUBLIC

Residing in:

Salt Lake County, Utah

EXHIBIT "D"

COMMENCING at a point which is 40 feet North  $00^{\circ}02'08''$  West and 958.3 feet South  $89^{\circ}52'27''$  West from the East  $1/4$  Corner of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence North 12.0 feet; thence South  $89^{\circ}52'27''$  West 205.0 feet; thence North 470.47 feet; thence East 938.0 feet; thence North  $54^{\circ}38'53''$  East 202.21 feet; then East 20.0 feet; thence South  $0^{\circ}02'08''$  East 567.0 feet; thence South  $89^{\circ}52'27''$  West 918.3 feet to the place of commencement.

Containing 12.6587 acres.