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KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
GREENBRIAR HOMEOWNERS ASSOC.  
5048 W 3000 S WVC, UT 84120-1461  
REC BY: REBECCA GRAY , DEPUTY

## GREENBRIAR HOMEOWNERS' ASSOCIATION

5048 WEST 3000 SOUTH  
WEST VALLEY CITY, UTAH 84120-1461  
(801) 964-8710

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A UTAH NON-PROFIT CORPORATION/ASSOCIATION

AMENDED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND  
RESTRICTIONS OF  
GREENBRIAR HOMEOWNERS' ASSOCIATION  
A MANUFACTURED HOUSING, PLANNED UNIT DEVELOPMENT

BK6745 PG 1599

AMENDED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS  
AND RESTRICTIONS OF GREENBRIAR HOMEOWNERS'  
ASSOCIATION

A MANUFACTURED HOUSING, PLANNED UNIT DEVELOPMENT  
WEST VALLEY CITY, UTAH 84120

DATED THIS 18 DAY OF Aug., 1993

CERTIFICATE OF AMENDED DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS OF GREENBRIAR HOMEOWNERS'  
ASSOCIATION  
A MANUFACTURED HOUSING, PLANNED UNIT DEVELOPMENT  
West Valley City, Utah 84120

The undersigned, being the officers of Greenbriar Homeowners' Association, being duly sworn, do dispose and state:

1. That attached hereto in the amended Declaration of Protective Covenants, Conditions and Restrictions of Greenbriar Homeowners' Association, a Manufactured Housing, Planned Unit Development, situated in West Valley City, Salt Lake County, State of Utah.

2. That the original declaration and other proceeding amendment(s) was amended by majority vote, by those in attendance, of the Association's membership at a meeting called for that purpose. Each member of the Association was represented by one of the following:

- A. The member was in attendance.
- B. The member was represented by his/her legally authorized proxy.
- C. The member, in their absence of exercising options "A" and/or "B", authorized (through their absence) the majority vote of those members in attendance to act as his/her proxy vote.

3. That the Greenbriar Homeowners' Association did vote in favor of said Amended Declaration and that the Greenbriar Homeowners' Association did authorize the recording of the Amended Declaration and this certificate.

Dated this 18 day of Aug, 1993

Greenbriar Homeowners' Association

By: Rale K. Hoan  
Representative of the Board of Directors

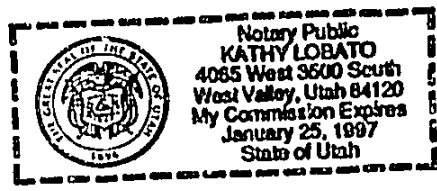
Attest: [Signature]  
Co-member of the Board of Directors

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

On the 18 day of Aug, 1993, personally appeared before me: Dale Hogan  
and Arie Tems, who being by me duly sworn did say, each for himself, that he/she,  
the said Dale Hogan is the representative and he/she, the said Arie Tems is a co-  
member of the Board of Directors, and that the within and foregoing instrument was signed in behalf  
of Greenbriar Homeowners' Association by authority of a resolution of its Board of Directors and  
said Dale Hogan and Arie Tems each duly  
acknowledged to me that said Greenbriar Homeowners' Association executed the same.

Kathy Lobato  
NOTARY PUBLIC

My Commission Expires:  
Jan 25, 1997



Residing in:  
Salt Lake County, State of Utah

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**GREENBRIAR HOMEOWNERS' ASSOCIATION**  
A Manufactured Housing, Planned Unit Development  
West Valley City, Utah

THIS AMENDED DECLARATION made this 18 day of August, 1993, by GREENBRIAR HOMEOWNERS' ASSOCIATION, a non-profit Association, hereinafter referred to as "Association."

**W I T N E S E T H :**

WHEREAS, SIEGEL MOBILE HOME GROUP, INC., a Utah Corporation, has previously filed a Declaration of Protective Covenants, Conditions and Restrictions; and

WHEREAS, SIEGEL MOBILE HOME GROUP, INC., a Utah Corporation, has previously amended said Declaration in part and in other parts, and;

WHEREAS, the Board of Directors of Greenbriar Homeowners' Association (hereinafter referred to as "declarant") is amending all previous Declarations and all previous Amendments in part and/or in whole and is restating the Declaration; and

WHEREAS, the prior, and most recent declaration (including any subsequent amendment(s), was recorded at the office of the Salt Lake County Recorder on the 30th day of August, 1990 at 1:31 pm (Mountain Day Light Time).

WHEREAS, this Amended Declaration has been amended in accordance with Article VI, section 12(c) in that this amendment has been approved by the assent of the Association's membership at a meeting called for that purpose; and

WHEREAS, the declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Greenbriar residential community, streets, utility facilities, and other common areas, and to this end, desire 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 of 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, SIEGEL MOBILE HOME GROUP, INC., A Utah Corporation, 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 (sometime referred to as "covenants and restrictions" and/or "C and R's"), 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 meaning(s):

(a) "Association" shall mean the Greenbriar Homeowners' Association, a Utah non-profit corporation/Association, 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, rights and authorities given to the Architecture Committee by this declaration shall be exercised by the Board of Directors of the Association.

(c) "The P.U.D. Properties" and/or the "P.U.D." and/or the "PUD" 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. Common areas do not include the units. Equipment purchased/used for the maintenance of the common area are not considered and are not included within the definition(s) of "Common area."

(e) "Developer" shall mean Siegel Mobile Home Group, Inc., or its successor in interest. "Declarant" shall mean the duly elected Board of Directors of Greenbriar Homeowners' Association, or its successor(s) in interest.

(f) "Unit" shall mean any plot of land upon which is located a dwelling or which is intended for the location of a dwelling. Units are identified upon a recorded map of the PUD by number. Units do not include the common areas as defined herein.



(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title, but shall not mean nor refer to the Mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or otherwise.

(h) "Member" shall mean and refer to all those owners who are members of the Association as defined in Article VII, Section I., 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 and/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 and refer to 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 ("H.U.D." and/or "HUD").

## 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/or occupied subject to this declaration. The real property is located in Salt Lake County, State of Utah, and is more particularly described on a plot map on record at the Salt Lake County's Office of the Recorder. All of which real property shall, or may, 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 recorded at the Salt Lake County Office of the Recorder and is more specifically defined by the PUD map.

(b) If a part of the common area encroaches on a unit and/or vice versa and/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, and/or there is any other improvement to the real property, such dwelling(s) and/or improvements becomes 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 boundaries of the units are shown on the plot map at the Salt Lake County Office of the Recorder and upon the PUD map.

(b) Each unit is identified on the map by a specific unit number.

(c) The appurtenances to each unit include:

1. Membership in Greenbriar Homeowners' Association.

2. Easements through other units for utility services to units and the common elements or areas as shown on the plot map or which otherwise receives prior FHA approval. Any easement not shown on the plot map must receive prior written approval both from FHA and the Board of Directors of Greenbriar Homeowners' Association if it crosses any unit boundaries/lines.

3. An easement for ingress and egress over streets, walks and other right of way or common areas serving the units of the PUD as necessary to provide reasonable access to public ways. This includes, but is not limited to, the private walks of each Unit's property.

(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 areas 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. The Board of Directors may establish, decide, change, and/or alter the usage definition of the common areas. No person/persons may use the common areas for illegal activities.

4. The Board of Directors of the Association may change, decrease, increase, exchange, substitute and/or transfer the common areas or parts thereof if approved by the assent of the majority vote of homeowners/members called to a meeting for such purpose. Written notice of such meetings must be sent to each unit not less than 15 calendar days nor more than 90 days prior to said meetings. Members/homeowners not participating in said meetings allow the majority vote of those in attendance to act as their proxy vote.

5. The common area is to be owned by the Association. Every member/homeowner shall have an easement appurtenant to ownership of his/her unit for use of the common area(s).

6. Association property and common areas do not include the units.

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

1. The entire PUD property other than the units as indicated at the Salt Lake County's Office of the Recorder.

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.

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. Utilities within the unit shall not be a part of the common area.

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 right of ways to provide reasonable access to public ways.

10. Streets. (Curbs and gutters belong to the unit. However, no member/homeowner shall prohibit another person from the safe passage on the member's/homeowner's walks.)

11. Drainage and flood control facilities and water retention/detention pond.

12. The R. V. (Recreational Vehicle) parking/storage area is part of the common area.

(c) The Association shall have the right to grant easements and access to and across common areas and unit properties to utility companies or other parties upon the assent of majority vote of homeowners/members at a meeting called for said purpose. Written notice of said meeting must be sent to each unit not less than 15 (calendar) days nor more than 90 days in advance of said meeting.

(d) The common areas shall be deeded, transferred and conveyed to Greenbriar Homeowners' Association.

### 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 common areas (other than the maintenance, cleaning, snow removal and repair of the sidewalks, curbs and gutters which are the responsibility of the member/homeowner whose unit borders on the sidewalk, curb and gutter). However, any homeowner/member and/or member of the Board of Directors may submit a contract and, upon the written pre-approval of the Board of Directors, perform the service required and be compensated for the performance of said contracted service. The responsibility of the Association includes, but is not limited to:

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. However, this shall not obligate the Association to furnish utility services.

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

3. Drainage and flood control facilities and water retention/detention pond.

4. Streets, walks, curbs and gutters except for those walks, curbs and gutters which are the responsibility of the member/homeowner whose unit borders on the walks, curbs and gutters.

(b) Owner's Responsibilities.

1. 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 (either from acts of commission and/or omission) under the provisions of this declaration. The owner's responsibility includes, but is not limited to, maintaining and repairing the landscaping, yard(s), fence(s), wall(s), patio(s), dwelling(s), sidewalk(s), curb(s) and gutter(s), and any and all personal property on the unit. With respect to sidewalk(s), curb(s) and gutter(s) and other paved areas, the owner shall keep the same clean and in good repair and shall be responsible for the snow and ice. The owner shall also be responsible for the removal of any and all snow and ice accumulations (on the owner's sidewalk(s) curb(s) and gutter(s)) as a direct and/or indirect result of snow plowing by the Association and/or its assigned agent.

2. If an owner fails to perform the obligations set forth in (b)(1) above, within ten (10) days of receipt of written notice (except for snow/ice removal - which must be performed within 24 hours of written notice) from the Association, the Association (upon majority vote by the Board of Directors of the Association) may authorize the maintenance, repair and/or replacement and assess the cost against the owner. The Association is a non-profit, non-loss organization. If funds do not exist to perform said services, an estimated charge may be levied against the owner in advance of performing said service(s). If the actual service costs less than the estimated charge collected, then the balance shall be refunded to the unit's owner. If the actual cost of the service exceeds the estimated charge, the unit's owner(s) shall pay the Association the balance due. Any unpaid assessments/balances shall be governed by Article III, Section 2.

(c) Compliance. After a resolution passed by majority vote of the Board of Directors of the Association, agents of the Association may enter upon a unit (but not into a unit's house without a court order) at reasonable times to enforce this, and/or other, sections of these covenants and/or to determine compliance with this declaration or by-laws of the Association.

Section 2. Assessments. Assessments against the owner(s) for common expenses and/or pursuant to Article III, and/or other provisions of this declaration, shall be made and collected pursuant to these declarations and the Association's Articles of Incorporation, by-laws, subject to the following:

(a) Payment of Assessments. Assessments are to be paid by the first day of each calendar month. Payments later than thirty (30) days (or 28 days in February) shall be assessed a late fee of no more than 1/2 (50%) of a month's assessment. In other words, if monthly assessments are \$40.00, the maximum late fee would be \$20.00 (plus a finance charge hereinafter stated). Late fees may only be waived by a majority vote by the Board of Directors of the Association. Additionally, a FINANCE CHARGE of 1.5% per month (ANNUAL PERCENTAGE RATE = 18%) of the unpaid balance will be added monthly. Should collection become necessary by legal suit and/or other means, the unit's owner(s) must pay for all costs of collection including, but not limited to, reasonable attorney fees, court costs (whether incurred with or without suit and/or before and/or

after judgement). Additionally, checks which are returned for reasons of insufficient funds, stop payment, closed account, or for any other reason, are subject to a service fee as allowed by law. Currently, the minimum fee is \$15.00 per returned check and may be increased, by the Board of Directors, with or without notice as City, County, State and/or Federal Law(s) allows.

(b) Creation of the lien and personal obligation of assessments. Each owner of any lot/unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

1. All assessments discussed within this declaration.
2. All annual assessments and charges.
3. All special assessments and charges (for capital improvements, such assessments to be established and collected as herein this declaration provided.
4. The annual and special assessments, together with interest, finance charges, late fees, costs and costs of collection, and reasonable attorney fees shall be a charge upon the property against which each such assessment is made.

All of the above shall also be a personal obligation of the person/persons who was/were the owner(s) of such property at the time when the assessment fell due. The personal obligation for delinquent assessments (plus any and all other costs previously stated herein) shall not pass to his/her successor unless expressly assumed by them. However, all liens for delinquent assessments must be satisfied before title can pass to a new owner.

(c) Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the common areas. Such purposes shall be determined by the Board of Directors of the Association.

(d) Amount of Assessments. As of January 1, 1993, the annual assessment shall be \$480.00 (or \$40.00 per calendar month) per Single Family (see Article V, Section 1, paragraph (1)) unit. Undeveloped lots are 1/2 (50%) of the annual assessment.

(1) The annual assessment may be increased or decreased each year. The regular assessment may not be increased by more than 15% (of the previous calendar year) without a majority vote of members (homeowners) who are voting in person or by legal proxy, at a meeting duly called for this purpose. In the absence of a member and/or his/her legal proxy, the majority vote of those in attendance shall represent the absent member's proxy vote. Written notice of any such meeting to vote must be mailed to the unit at least 15 calendar days, but not more than 60 calendar days in advance of the meeting.

(e) Special Assessments for Capital Improvements. In addition to the annual assessments authorized herein this declaration, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying (in whole or in part) the cost(s) of any construction, reconstruction, repair, and/or replacement of a capital improvement upon the common area, streets, fixtures and personal property related thereto, provided that any such assessment shall have the majority vote of the members of the Association (or their legal proxy) voting for this purpose. Written notice of any such meeting to vote must be mailed to the unit at least 15 calendar days, but not more than 60 calendar days in advance of the meeting. If the member is not present, nor represented by legal proxy, then the majority vote of those homeowners in attendance shall act as the absent member's proxy vote.

(f) Notice and Quorum for any meeting/voting herein required. Written notice of any Association meeting to be called for the purpose of taking action authorized under any section herein this declaration shall be sent (mailed or hand-delivered) to all members not less than 15 calendar days nor more than 60 calendar days in advance of the meeting. At such meeting, the presence of members (or their authorized, legal proxy) shall constitute a quorum. For those members not in attendance nor represented by their authorized, legal proxy, the majority vote of those in attendance shall represent those members who, herein described, are neither in attendance nor represented by their own authorized, legal proxy. In other words, the majority vote of those in attendance shall be the authorized, legal proxy of those not attending. Also, those not in attendance and not represented by their own authorized, legal proxy shall be required to accept the vote/decision approved by the majority vote of those in attendance.

(g) Assessment Period. The Board of Directors shall fix the amount of the annual assessment against each lot/unit at least thirty (30) calendar days in advance of each annual assessment period. An annual assessment period may start (and end) with any calendar month but the duration is for only twelve calendar months. If the increase in assessments is for capital improvements (special assessments), the members of the association may elect to spread the assessment for longer than twelve months. However, a bond/loan may be secured and the interest accrued will be added to the special assessment (each member/unit owner sharing equally in the burden). **HOWEVER**, all homeowners must be informed (in writing) of any bond issues/loans incurred by the association at least thirty (30) calendar days in advance of securing the bond/loan. **HOWEVER**, the thirty (30) calendar day notification may be waived if the new assessment/bond issue/loan is approved at a homeowners'/members' meeting called for that purpose. It is the members' responsibility to attend all homeowners meetings. If they do not attend, it is the member's/members' responsibility to find out what occurred/approved at a homeowners' meeting (in their absence). The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

(h) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein (and special assessments) shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot/unit shall not affect/effect the assessment/special assessment lien(s). However, the Board of Directors may elect to extinguish the lien of such assessments in the case of foreclosure or any proceeding thereof. No sale or transfer shall relieve such lot/unit from liability for any assessment thereafter becoming due or from the lien thereof.

(i) Unpaid Assessments. 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 sixty (60) calendar days after it is due. The claim of lien filed in the public records of the County Recorder shall be sufficient to perfect a lien on the unit and all improvements thereon.

1. If an assessment is not paid within thirty (30) calendar days (28 days of February) after it is due, the owner(s) agrees to pay any and all costs of collection that may be incurred by the Association, including, but not limited to, court costs, collection agency costs, attorney's fees, whether incurred with or without suit and/or before or after judgement. Also, the owner shall pay any costs of foreclosing on the aforementioned lien. The lien for unpaid assessments/special assessments shall also secure reasonable attorney's fees (and expenses), collection agency fees (and expenses) and expenses of collection incurred by the Association (or its agent) in collecting the assessments or enforcing the lien, in addition to the lien amounts.

2. In a foreclosure of a lien for assessments/special assessments, the Association is entitled to the appointment of a receiver and to collect rent from the occupant of the unit. The Association may acquire title to a unit and the improvements located thereon in the course of pursuing its remedies to collect assessments/special assessments.

3. The owner of a unit is liable for all unpaid assessments due at the time of conveyance. The liability is not avoided by a waiver of the use nor enjoyment of any part of the common area and/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 the assessments coming due after the sale or conveyance and for that part of past due assessments prorated for the period after the date of sale or conveyance. Unless waived by the Board of Directors of the Association, title to the unit may not pass until previous debts/liens have been satisfied. Nonetheless, the unit shall be subject to a lien for unpaid assessments due at the time of 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.

4. 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/mortgagees.



5. 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(s) of acquisition and maintenance is a common expense.

#### ARTICLE IV

##### Administration

###### Section 1 Association.

(a) The PUD and common areas shall be administered/governed by the Association. A copy of its Certificate of Incorporation may be obtained from the State of Utah office of Incorporation. Each owner of a unit (or lot) shall be a member of the Association. Expenses of administration are a common expense among all members. The members of the Board of Directors do so voluntarily and are not compensated for time spent in administration. However, members of the Board of Directors who provide a service (other than administration: ie., snow plowing, plumbing work, legal services, bookkeeping, collections, etc.) for the Association have the right to be compensated for services and time rendered in the performance of their service. All services must be pre-approved by the other members of the Board of Directors, in writing, before the performance of the service. The Board of Directors may also compensate any homeowner/agent who is performing a service (in behalf of the Association) as pre-approved by the Board of Directors (in writing).

(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 and/or damage, other than the costs of maintenance and repair, caused by the defective condition in the property/common areas to be maintained and repaired by the Association and/or caused by the elements or other owners and/or persons.

(c) The share of a member in the funds and assets of the Association cannot be sold, assigned, hypothecated nor transferred, pledged, and/or mortgage except as an appurtenance to the unit/lot.

(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 and/or this declaration. Each unit confers one (1) vote regardless of the number of owners of the unit. If units are combined, voting rights shall be combined as one (1) and no longer continue as previous to the combination.

Special Note: Members may vote by proxy. A proxy must meet all legal requirements. At a homeowners'/Association meeting, proxies must present a notarized letter of authorization from the member who desires to be represented by proxy. Members of the Board of Directors of the Association are not to be used as proxies.

(f) The Association may contract with a manager and delegate to the manager the performance of duties of the Association. This manager may be compensated for his/her performance.

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. Also included, the replacement of all personal property (of the Association) 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 the standard provisions for "extended coverage" and "other perils." Public liability insurance shall be maintained in the amounts and coverage determined by the Board of Directors including non-owned automobile coverage. The Association has no duty to assess the 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. All members of the Board of Directors shall be bonded and the bonding insurance paid by the Association.

(b) All insurance policies covering the PUD or Association property or liability shall be purchased by the Association. The named insured shall be the Association individually and as agents for the owners and their mortgagees, without naming them. Provisions 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.

(d) The Association is irrevocably appointed agent to adjust all claims arising under insurance policies purchased by the Association.

(e) All companies issuing insurance policies under this section shall be licensed to do business in Salt Lake County, State of 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. Use of Units.

(a) Single Family Use ONLY. Each unit shall be occupied only as a single family residence and for no other purposes. Occupancy of any unit is limited to two (2) persons per bedroom. No unit shall be divided nor subdivided unless such division and/or subdivision is in accordance with all applicable municipal ordinances and such division/subdivision has received necessary municipal approval (in writing). No commercial enterprise shall be permitted in nor on the PUD except for the sale of units and/or dwellings by the declarant or its designated successor or assignee.

(b) A dwelling may be rented if the occupancy is only by the tenant and his/her family. No room/rooms may be rented unless the entire dwelling is rented to the same tenant and that's tenant's family.

Additional Assessments for Violations of Article V, Section 1, Paragraphs (a) and/or (b): It has been determined that violators to these sections consume additional resources (ie., water, street usage, etc.). Therefore, they must pay the burden of the additional consumption. Since it is very difficult to determine what the exact cost(s) of the additional consumption may be, violators must pay twice the current regular monthly assessments (see Article III, Section 2). Special Assessments for capital improvements are excluded. However, at the discretion of the Board of Directors, they, the Board of Directors, may waive Article V, Section 1, Paragraphs (a) and/or (b) and the subsequent penalties if so given after a resolution by majority vote the Board of Directors.

(c) Common Area Use. The common areas shall be used only for the purpose for which they are intended. All valid laws, ordinances and regulations of governmental authorities having jurisdiction shall be complied with. No Fire Works, as defined by the State Division of Fire Arms, shall ever be permitted on the common areas.

(d) Nuisance Restrictions. Nuisances shall not be allowed nor maintained on the PUD property nor shall any use or practice that interferes with the peaceful possession and proper use of the property by residents.

(e) Health and Safety. Owners and residents must keep all parts of the PUD property in a clean and sanitary condition and no rubbish, pet remains/droppings, refuse nor garbage shall be allowed to accumulate nor any fire hazard allowed to exist. Garbage and trash must be contained and shall be 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.

1. No owner shall use nor permit a use of the unit nor the common areas that will increase the cost of insurance on the PUD property.

(f) Regulations, By-Laws and this Declaration. Uniform reasonable regulations concerning the use of the common areas may be adopted, amended or rescinded from time to time by the Association as provided in the By-Laws. Copies of the current regulations, By-Laws, and this Declaration shall be furnished by the Association to all owners and residents of the PUD (Association) property upon request. The Association may charge for the cost of copying the document(s). Also, the Association may designate a copy center/business as the source for homeowners to secure copies of the regulations, By-Laws and this Declaration. Homeowners are responsible to pay the copy center/business for the cost(s) of copying any related documents. The regulations shall not conflict with this Declaration or By-Laws.

(g) 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 expenses.

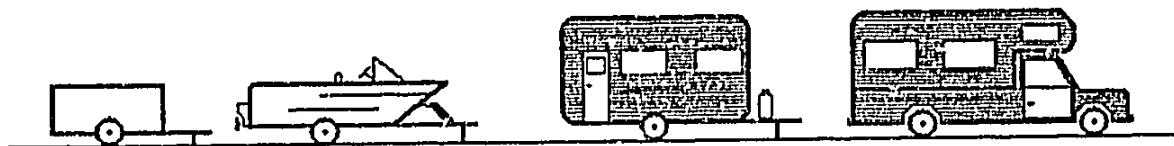
(h) Motor Vehicle Restriction.

1. All motor vehicles of the owner or occupants shall be parked in the Unit's off-street parking area. Guests may park on the street, but only during the hours of 6:00 am - 11:59 pm. No parking shall be permitted during the hours 12:00 am - 5:59 am. Street parking will not be allowed during snow storms with accumulations of 2" (two inches), or more, to allow for snow removal. Motor vehicles shall not be parked on grass at any time. No boat(s), boat trailer(s), travel trailer(s), camper(s), disabled or unsightly vehicle(s) or vehicle(s) larger than a one-ton passenger vehicle shall be parked or kept anywhere on the PUD property. Maintenance or repair of motor vehicle(s) shall not be permitted on the PUD property unless approved, in writing, by the Board of Directors. 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. NO vehicle is allowed to park on any sidewalks (all wheels must be on the asphalt pavement). Motorcycles, motorbikes, motorscooters and similar vehicles are limited to street usage only. All vehicles shall not be driven within the PUD property except for the purpose of ingress and egress to units.

2. Garages, carports or similar structures should may t be used nor completed for living quarters, businesses, nor commercial workshops.

(i) 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, carport, storage shed or the dwelling. After a resolution by the Board of Directors, they may inform the unit's owner, in writing, of violations to this (and other) section(s). If the owner fails to remove the violation (within fourteen (14) calendar days), the Board of Directors may have the violation removed and any cost(s) incurred as approved

by the Board of Directors (and/or its agen.(s)) shall be billed to the unit's owner(s) and shall become a part of the unit's assessment in the same manner as other charges to an owner.



(j) RV (Recreational Vehicle) Storage Area. The Recreational Vehicle Storage area (hereafter referred to as the RV storage area) is reserved exclusively for Homeowners living within and owning units in Greenbriar for their Boats, Boat Trailers, Trailers, Utility Trailers, Travel Trailers, Campers, and Motor Homes in good repair. Exceptions can be made if pre-approved, in writing, by the Board of Directors. Those RV's which are required to be licensed for use in the State of Utah must be currently and legally licensed within the Sate of Utah (ie., Boats, Motor-homes, Campers, etc.).

1. All vehicles parked within the RV storage area park **AT THEIR OWNER'S OWN RISK.** The Association does NOT accept liability for theft, vandalism, damage by acts of God (and/or nature) nor injury of anyone in and/or around the RV storage area nor any other unforeseen calamity. The Association does not guarantee the security nor the safety of the RV storage area. All RV's must have posted (conspicuously) the owner's last name and the owner's unit's lot number (as identified on a plot map of Greenbriar).

2. Additionally, all RV's must be registered (in writing) with the Board of Directors. Proof of ownership may be required as part of RV registration.

3. Any owner of an RV (in the storage area) for which the owner no longer lives within Greenbriar (regardless of their ownership of property) must remove their RV within 30 (thirty) calendar days of moving. As stated herein, the RV Storage area is reserved exclusively for Homeowners living within and owning units in Greenbriar.

4. Any vehicle which violates this section may be impounded, towed, and/or disabled by the Association (by a 2/3 resolution of the Board of Directors) and the charges thereof charged to the owner of the vehicle. However, the Board of Directors must conspicuously post a sign (not less than 7" x 10") on the vehicle stating the nature of the violation, and allow 24 hours (after posting the sign) before removing the vehicle. The Association is not obligated to locate nor inform the owner(s) of the vehicle in violation other than herein stated.

5. If after 7 calendar days the owner does not claim the vehicle, the vehicle may be sold, by the Association and/or its authorized agent, and the proceeds (less any expenses) given to the Association.

6. The Board of Directors may change/add/lessen the restrictions for the RV parking area after thirty (30) calendar day notice to all homeowners.

7. Also, to offset costs of the RV parking area (ie., expansion, enforcement, etcetera), the Association may charge an additional fee to those using the RV parking area (per RV in storage). Fees collected may not be used for any other purpose other than those directly related to the RV parking area.

8. At no time may a homeowner (or their guest(s)) store/park an RV (and/or disabled vehicle) any where on the PUD (including their own off-street parking area) for longer than 24 hours without written consent from the Board of Directors. The Board of Directors may likewise impound/disable/tow violations as here above described.

(k) Landscaping and the installation of other equipment.

1. 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, after a resolution passed by the Board of Directors of the Association has the right to maintain the lawn and shrubbery in the absence of the owner doing so. The cost(s) of such maintenance approved by the Board of Directors shall be billed to the unit's owner(s) and shall become a part of the unit's assessment in the same manner as other charges to an owner. Before doing any major digging, permission must be obtained from the Architecture Committee to avoid interference with underground utilities.

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

3. All units must be landscaped with sod (or seeded with grass seed) within thirty (30) calendar days of placement or construction of the improvements home on the unit. Extensions of said thirty (30) calendar days can be given by the Board of Directors (in writing) if an owner cannot place the sod/grass seed on the unit due to inclement or adverse weather conditions.

4. If a unit owner does not wish to place sod/grass seed 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 granted is within the sole discretion of the Architecture Committee.

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

(l) 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 and awnings), other than a fence, hedge, shrubbery or tree, shall be placed or permitted within (3) three 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. Corner lots shall have two front boundary lines (those bordering on streets). The location for placing a dwelling on the unit shall be determined by the Architecture Committee.

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.

(m) 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 units in the PUD.

(n) PETS. Cats, dogs, fish and caged birds shall be the only pets permitted in the PUD. All dogs and cats shall be collared and currently licensed in accordance with local, county and state governmental regulations and **SHALL BE KEPT UNDER CONTROL AT ALL TIMES.** Pets shall be on a leash when out of doors. Pets left out of doors shall be maintained in a quiet condition (nuisance, barking dogs are not to be left out doors). When a pet is outdoors, **THE OWNER SHALL BE RESPONSIBLE FOR CLEANING UP AFTER THE PET.** A maximum of two dogs and two cats for each unit shall be allowed. The Association has the legal 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.

(o) Signs. No "For Sale", "For Rent" or campaign type signs or other displays or advertising shall be placed on any part of the common areas without written permission of the Board of Directors.

(p) 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 unit owner shall drill a well. All outside holiday decorations shall be removed within five (5) calendar days after the holiday, except that Christmas decorations shall be removed by January 5, following Christmas. No person shall place any articles or property in any part of the common area without the prior written consent of the Board of Directors.

(q) No Peddling. Soliciting or peddling shall not be permitted within the PUD without the written permission of the Board of Directors.

(r) Costs to the Association. The Association, after a two-thirds vote of its Board of Directors, may assess an owner for damages actually suffered by the Association resulting from the negligence or other breach of an express duty or obligation of an owner set forth in the declaration. The Association shall be entitled to enforce the requirements of this declaration as provided for in law or equity. This includes, but is not limited to, the shutting off of water or other services provided by the Association.

## 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.

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, length, width, material, floor plan, age size and location are pre-approved in writing by the Architecture Committee of the Association. The Architecture Committee of the Association (or the Board of Directors in the absence of an Architecture Committee) may disapprove, approve and/or conditionally approve the drawings and specifications upon grounds deemed appropriate, including (but not limited to) aesthetic grounds. Failure to disapprove (or conditionally approve) drawings and specifications (by the Architecture Committee or the Board of Directors in the absence of an Architecture Committee) within thirty (30) business days after submittal to the said committee shall constitute automatic approval in accordance with the drawings and specifications submitted. However, the burden of proving that the plans were both submitted to and received by the committee are that of the unit's owner(s). Also, incomplete drawings and specifications shall not be the 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 (and/or builder) must obtain all necessary governmental permits at the owner's (and/or builder's) expense. Any attachments to the dwelling shall be approved by the Architecture Committee (or the Board of Directors in the absence of the committee). Failure to gain the approval from the committee may result in the demolition and/or removal of the unapproved structure and/or, at the Architecture Committee's (or the Board of Directors - in the absence of an Architecture Committee) choice, a fine applied to the unit's owner for unapproved construction. Such fine(s) to be determined by the Architecture Committee (or the Board of Directors in the absence of the Architecture Committee). The wheels, hitches and axles of all manufactured homes must be removed and are not to be stored within the PUD nor the unit's boundaries. If, when removing an approved structure/alteration, damage occurs to other structures and/or property, the Association (or their authorized agent) shall not be held liable nor responsible for any and all incidental and/or directly caused damage.



Section 3. Structural Requirements. All manufactured homes must be installed on a permanent concrete foundation. The foundation must be formed concrete. "Cinder Block" and/or pre-formed concrete blocks are not permitted as a foundation. All dwellings must have residential type siding and pitched asphalt shingle roofs or equivalent. The amount of pitch in the roof must meet the minimum percentage (%) of those homes already installed. No flat roofs nor tar and gravel roofs are permitted. All dwellings must be recessed at or near the ground level so that the entrance to the home is approximately at ground level. The Architecture Committee shall supervise the recession of each dwelling.

Section 4. Taxes. If taxes, assessments or other impositions are levied by the governmental authority against any property except units/homes, the Association shall pay them as a common expense. All taxes levied against a unit/home shall be paid by the owner(s) of the unit/home.

Section 5. 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/co-exist from time to time. 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. Also, at the disposable of each owner, are the governmental policing agencies (ie., Police Departments, Animal Control, etc.). The Association's remedies are cumulative.

(a) An owner is liable for the expense of maintenance, repair or replacement rendered necessary by the owner's negligence and/or intentional/unintentional wrongful acts and/or omissions and those of members of the owner's family, guests, tenants, employees, agents and/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.

(b) In the event of the failure of an owner or the Association to comply with the terms of any specific section and/or sections of this Declaration or Articles, By-Laws, and/or regulations of the Association, the prevailing party is entitled to recover the cost(s) of the proceedings and reasonable attorney's fees whether or not litigation is instituted, before or after judgement is rendered. Association liabilities are a common expense. The members of the Board of Directors of the Association are gratuitous employees/agents of the Association and are not individually liable for torts or wrongful acts when acting in behalf of the Association.

(c) Failure of the Association or an owner to enforce any provisions of this Declaration, Articles of Incorporation, By-Laws and/or Regulations is not a waiver of the right to do so thereafter. Also, this Declaration may be enforced in parts and/or in whole without affecting/affecting other parts of this Declaration.

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

(e) The Association may use any other civil proceeding that is not prohibited by law. The Association may use a collection agency and other legal means to collect unpaid assessments including, but not limited to, the shut-off of water and other services billed as a common expense. The cost(s) of these civil actions, collection agencies, and/or costs of shut-off and restoration of services shall be assigned to the wrongful party.

Section 6. Amendment.

(a) This Declaration may be amended by the written assent of a majority of homeowners in a meeting called for the purpose of, in part, voting for an amendment. The written assent to the Amendment to the Declaration must be recorded in the office of the Salt Lake County Recorder. Members not present at the meeting nor represented by their authorized, legal proxy may express their approval or disapproval in writing if it is delivered to the Board of Directors of the Association at or before the meeting. The Board of Directors will assume the approval of the proposed amendment of those members who do not exercise their rights within this section.

(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.

Section 7. Covenants with the land. All provisions of this Declaration are covenants running with the land and every part of and interest with 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 this Declaration.

Section 8. Severability. The invalidity of part of this Declaration (and/or non-enforcement) does not affect/effect the validity of any other part.

Section 9. Conflict of Interest. The developer (Siegel Mobile Home Group, Inc.) has the same rights as other members of the Association: one vote per unit owned. The developer may be a member of the Board of Directors. When a conflict of interest arises between the developer and the Association, the best interests of the Association, and its members, must prevail. Any and all contracts between the Association and the developer may be voided if the members of the Association can prove that the developer did not act in the Association's best interest.

Section 10. Retained Rights of the Developer.

(a) The developer may transact any legal business necessary to consummate sales of units and dwellings and improvements thereon, including, but not limited to, the erection and maintenance of unit models, erection and maintenance of signs and advertising for the sale of units, and models (however, outdoor signs/advertising is limited to one sign per unit space and also limited

to one sign per unit site). No signs nor advertising material may be placed/posted anywhere else (ie., common areas, entrance to Greenbriar, etc.). The developer must seek and receive approval from the Board of Directors prior to posting outdoor signs/advertising. Items of the developer that pertain to sales remain the property of the developer. The developer shall have 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 the developer, have been conveyed by the developer. The developer shall not have the exclusive use of any common area to the exclusion of the unit owners.

(b) The developer, after having obtained prior written approval of FHA (which will be shown on the plat) and the Board of Directors may change the location of easements for ingress and egress from the property described in the Declaration so long as the easement conforms to the requirements of all governmental authorities having jurisdiction over it. Each unit owner and prospective unit owner in the PUD acknowledges that the change of easements does not materially affect/effect his rights or the value of his/her unit.

#### Section 11. Phases and Annexation.

(a) As of the date of this declaration, the developer may or may not be adding more phases. However, the Board of Directors must pre-approve or disapprove any further annexations.

(b) Each owner shall be a member of the Association and shall have equal ownership in the Association. One (1) vote shall be attributed to each unit.

(c) If additional acreage is added to or annexed to the PUD, all such acreage and units shall be subject to the terms of this declaration. Furthermore, the additional acreage/annexation will be charged a fee for the use of the streets, common areas, and the retention/detention pond/park if so used. These fees are subject to change.

(d) Additional residential property and common area may be annexed to the property with the consent of two-thirds (2/3) of all members of the Association.

(e) The land which may be annexed is described on the Exhibits attached hereto and incorporated by reference.

(f) Any land to be annexed must be in accordance with the general plan approved by the FHA and must be approved by the Board of Directors of the Association.

## 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 of any unit which is subject by these 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 only one (1) class of voting membership. All those owners (as defined in Article I) 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. However, in no event shall more than one vote be cast with respect to any such unit. In other words, one vote per unit, regardless of the number of owners and/or people and/or entities which hold an interest in that unit. In the event such persons fail to agree then their vote shall be cast ratably among the respective interests.

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

(a) The right of the Association in accordance with its Articles, By-Laws and regulations to borrow money for the purpose of improving the common areas and to mortgage said properties with the consent of the majority of homeowners (see Article III);

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

(c) The right of the Association, as provided in its Articles, By-Laws and regulations to suspend the use of recreational facilities which may be part of the common area for any period during which any assessments remain unpaid; and

(d) The right of the Association to dedicate and/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 majority of members (see Article III).

DATED this 18 day of Aug., 1973

Greenbriar Homeowners' Association

By: Rale B. Hogan

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

By: [Signature]

Its: \_\_\_\_\_

Executed in the presence of:

Kathy Lobato