

KNOW ALL MEN BY THESE PRESENTS, that Bradley E. Brimhall, being the owner of all of Kopper View Mobil Home Park First Filing, a park in the County of Salt Lake, State of Utah, being desirous of establishing certain restrictions as to the use of the lots of said park, for his benefit and for the benefit of all persons who may hereafter become the owners of any of the lots in said park, does hereby, for himself, his heirs, personal representatives, successors, and assigns, adopt, establish and charge all lots located in said park with the following restrictions as to the use of said lots:

1. Two types of family dwellings only shall be permitted, as follows:
  - a. No mobil home whatsoever, except a single-family mobile home, which shall be not less than 12 feet wide and 50 feet long, shall be erected, placed, or permitted upon any lot, and such mobile home permitted on the premises shall be used as a single-family residence only. An aluminum attached awning, a one-car or two-car carport or garage, and a painted storage cabinet, which cabinet shall not exceed 100 square feet or floor space, shall be permitted.
  - b. No other building or structure except a single-family residence, which shall be of new construction; which shall contain not less than 1,000 feet of ground floor area, measured by outside dimensions, exclusive of any garage, breezeway, or other auxiliary construction, with necessary outbuildings normally constructed with a single family dwelling including a private garage or carport, shall be erected, placed or permitted upon any lot in said park, and such residence permitted on the premises shall be used as a single-family residence only.
2. Each mobile home placed on any lot shall, within 60 days after such placement, be equipped with skirting and tie-downs and shall be connected to the various utilities provided.
3. No animals shall be kept within said park with the exception of domestic pets, which shall not exceed two (2) in number.
4. No fence or wall shall be erected or placed upon any lot except a chain link type fence which may be louvered and which shall not exceed six (6) feet in height above the existing ground level. Any owner keeping a dog shall have a fenced area on his lot sufficient to contain such dog.

5. No recreation vehicle, boat, camper, trailer, motor home, or inoperative vehicle of any type shall be permitted to be parked or stored on the street side of any dwelling. No inoperative vehicle or unlicensed vehicle of any type shall be parked or permitted to remain on any of the lots on either a temporary or permanent basis.
6. There shall not be permitted or maintained upon any lot or any part thereof, any trade, business, or industry, except that the undersigned reserves the right to maintain an office in his home to be located on Lot 23 of said park, from which he will supervise the development, operate and manage the park.
7. All lots are subject to and bound by Public Service Company tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Utah relating to street lighting, public water and sewer service in the park, together with rates, rules, and regulations therein provided and subject to all future amendments and changes thereto. The owner or owners shall pay as billed a portion of the cost of public street lighting, water and sewer in the park according to Public Service Company rates, rules, and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Utah.
8. A Home Owners Association may be formed for use and maintenance of the Common Area or the management and assessment on any other service it deems necessary upon two-thirds vote of lot owners.

The aforementioned covenants and restrictions shall run with the land of Kopper View Mobile Home Park, County of Salt Lake, State of Utah, until January 1, 1990, at which time these covenants will automatically be extended for a ten-year period and successive ten-year periods thereafter; provided that upon mutual agreement of two-thirds of the then lot owners, any or all of these restrictive covenants may be terminated, altered or amended. One vote shall be allotted each lot, and upon a two-thirds majority of the lot owners any or all of the above restrictive covenants may be changed, altered, or terminated at any time from January 1, 1980, during the lifetime of the above restrictive covenants.

The aforementioned covenants and restrictions shall be binding upon all lot owners, their heirs, representatives, successors and assigns. Any owner of any lot in Kopper View Mobile Home Park, Salt Lake County, Utah, may bring an action at law or in equity, either for an injunction, an action for damages or such remedy as may be available, in the event of any violation or threatened violation of any of the aforementioned covenants and restrictions herein contained.

Dated this 23rd day on February, 1980.

Dated this 23rd day of February, 1981.

Bradley E. Brimhall

Bradley E. Brimhall  
Kopper View Mobile Home Park  
Salt Lake County, Utah

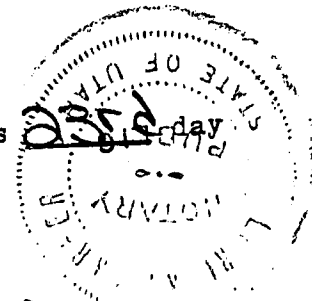
STATE OF UTAH )

ss.

County of Salt Lake )

The foregoing was acknowledged before me this 23rd day  
of February; 1981, by Bradley E. Brimhall.

Witness my hand and seal.



Suzi A. Harder  
Notary Public SLC, Utah

My Commission Expires: 10-14-84

ARTICLES OF ASSOCIATION

KOPPER VIEW MOBILE HOME PARK  
HOMEOWNERS ASSOCIATION

Articles of Association of the Kopper View Mobile Home Park Homeowners Association; to be created for the purpose of maintaining the surface water drainage and irrigation systems of Kopper View Mobile Home Park.

The Developer and Owners, if any, shall determine, within six months of the recording of this Declaration of Restrictions, whether the Association shall be operated as an incorporated or unincorporated entity. If a decision is made to incorporate then the Developer and Owners shall submit to the Utah Secretary of State's Office Articles of Incorporation containing provisions substantially in conformance to those set forth in these Articles of Association. Whether or not incorporated, the Trustees of the Association shall adopt Bylaws to govern the affairs of the Association; provided, however, that such Bylaws shall not conflict with the terms of these Articles of Association.

ARTICLE I

OWNERS' ASSOCIATION

Section 1. Membership. Every person or entity who or which is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the

Association, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest in any Lot in the Subdivision merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership. Any action required to be taken in the Articles of Incorporation, if any, or Bylaws of the Association, or in this Declaration, by the vote or written assent of the members shall require such vote or written assent of the prescribed percentage of each class of membership. Said classes shall be:

Class A. Class A Members shall be all Owners with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Developer, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest:

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

(b) On the second anniversary of the final approval by Salt Lake County of the ~~XXXXXX~~ Kopper View Mobile Home P<sub>2</sub> Subdivision development.

Stock Certificates. Neither the issuance nor the holding of membership certificates or shares of stock shall be necessary to evidence membership in the Association. However, the Board of Trustees is authorized to issue membership certificates if it deems such to be advisable or appropriate.

Suspension of Voting Rights. The voting rights of a Member shall be suspended for any period during which any assessment remains unpaid, and for any period not to exceed 30 days for infraction of the Association's published rules and regulations.

Amendment. This Article I may be amended only by the unanimous vote of all the Members.

Section 3. Transfer. The Association membership held by an Owner of a Lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Lot. In the event of such sale or encumbrance, the Association membership may only be transferred, pledged, or alienated to a bona fide purchaser of the Lot, or to the mortgagee or third party purchaser of such Lot upon a foreclosure sale. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association.

## ARTICLE II

### POWERS AND DUTIES OF ASSOCIATION

Section 1. The Association is hereby designated as the management body of the Subdivision. The Members of the Association shall be the Owners in the Subdivision as provided herein.

Section 2. The control and management of the affairs of the Association and the disposition of its funds and property, if any, shall be vested in a Board of Trustees. The number of Trustees (which may not be less than 3), their terms of office and the manner of their selection or election shall be determined according to the Bylaws from time to time in effect. Cumulative voting shall not be allowed in the election of Trustees or for any other purpose.

The initial Board of Trustees shall be appointed by the Developer or by their successors and shall hold office until the first annual meeting. The first annual meeting shall be held not later than one (1) year after the sale of the first Lot in the Subdivision.

Each Trustee, whether or not then in office, and each person who may have served at the request of the Association as a Trustee or officer, and his executors, administrators and assigns, shall be indemnified by the Association against all costs and expenses reasonably incurred by or imposed upon him in connection with or arising out of any actions, suit or proceeding in which he may be involved, or to which he may be made a party by reason of his being or having been such a Trustee or officer (such expenses to include the cost of reasonable settlement made with a view toward curtailment of the costs of litigation), except in relation to matters as to which he shall be finally judged in such action, suit or proceeding to have been liable for gross negligence or willful misconduct in the performance of his duties to the Association, and the foregoing right of indemnification shall not be exclusive of other rights to which he may be entitled as a matter of law.

Section 3. The Association has been created for the purpose of the operation, maintenance, inspection, repair, and reconstruction of drainage and irrigation facilities, including storm drains, catch basins and debris basins, on or servicing the Subdivision. To the extent not provided directly by the Association, such duties shall be performed by the Salt Lake County Flood Control Department. Pursuant to the provisions of Article III, the

Association shall assess the Owner of each Lot in the Subdivision his pro rata share of the total amount of the estimated cost of such maintenance ("maintenance costs"), said estimated maintenance costs and emergency costs to be for the year next succeeding the year of assessment based on an estimate in writing to be provided to the Association by a joint communique of the Board of Trustees and Salt Lake County Flood Control. Funds so assessed shall be deposited into an interest-bearing account designated by the Board of Trustees for the purpose of paying said maintenance costs and emergency costs. The estimated amount of funds required to pay for such maintenance costs and emergency costs shall be adjusted annually by the Board of Trustees, in cooperation with Salt Lake County Flood Control, as necessary to reflect the addition of new facilities, inflation, and any other factors increasing or decreasing costs. The cash account shall be credited with interest on deposited funds and debited for expenditures made for the operation, maintenance, inspection, repair, and reconstruction of flood control facilities on or servicing the property. In the event that the amount on deposit at any time falls below the amount estimated by the Board of Trustees to be sufficient for the next succeeding year, such shortage shall be promptly restored from funds obtained by an assessment or special assessment of the Owners pursuant to the provisions of Article III.



ARTICLE III

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association: (1) regular annual assessments or charges, (2) special assessments for capital improvements, and (3) annual and, where necessary or appropriate, special assessments for drainage and irrigation system maintenance and emergency costs assessable under Article II, Section 3, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments; Levy and Collection.

The Association, by and through its Board of Trustees, shall levy and collect assessments from the Owner of each Lot in the Subdivision in an amount sufficient to cover all of the costs and expenses, including but not limited to drainage and irrigation

... maintenance and emergency costs, incurred by the Association in connection with the performance and execution of its powers and duties set forth in Article II hereinabove and the Bylaws.

Section 3. Assessments; Basis. The Owner of each Lot shall share in the costs and expenses incurred by the Association on an equal basis. Until January 1 of the year immediately following the conveyance of the first Lot in the Subdivision to an Owner, the maximum monthly assessment under this Article shall be that amount shown on the Association budget approved by the Department of Flood Control.

Section 4. Special Assessments for Capital Improvements and Drainage System Emergency Costs. In any fiscal year, the Board of Trustees may, and, where necessary to comply with the requirements of the Salt Lake County Flood Control Department, shall levy special assessments to defray, in whole or in part, the costs of any capital improvements or drainage and irrigation system maintenance and emergency costs as defined in Article II, Section 3, or funds to replace expended drainage and irrigation system maintenance and emergency funds deposited to an account designated by the Board of Trustees pursuant to Article II, Section 3.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of any Lot to a bona fide purchaser. The first annual assessments shall be adjusted according to the number of months remaining in the fiscal year, as set forth in the Bylaws of the Association. The Board of Trustees shall fix the amount of the annual assessment

against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association, setting forth whether the assessments on a specified Lot have been paid. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment.

Section 6. Waiver Prohibited. No Owner may waive or otherwise avoid liability for the assessments provided for herein for any reason whatsoever, including, but not limited to, abandonment of his Lot.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments provided herein:

- (a) All property dedicated to and accepted by a local public authority;
- (b) All property owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Utah. However, no land or improvements devoted to dwelling use shall be exempt from said assessment; and
- (c) All property owned by any public authority.

ARTICLE IV

EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION

Section 1. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the highest rate allowable by law. The Association may commence legal action against the Owner personally obligated to pay the same, or foreclose the lien against his Lot by a judicial foreclosure or by the laws of the State of Utah.

Section 2. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the Office of the County Recorder of the County of Salt Lake. Said notice of claim must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid assessment at the highest rate allowed by law, plus reasonable attorney's fees and expenses of collection incurred in connection with the debt secured by said lien) and the name and address of the claimant.

Section 3. Foreclosure Sale. Any foreclosure sale provided for hereinabove is to be conducted by the Board of Trustees, its attorney or other persons authorized by the Board in

accordance with provisions of Utah law applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a notice of claim or lien was filed by the Association, the officers thereof are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed Fifteen Dollars (\$15.00) to cover the costs of preparing the filing or recording such release.

Section 5. Cumulative Remedies. The Association's remedies for nonpayment of assessments, including, but not limited to, an action to recover a money judgment and to foreclose its assessment lien, are cumulative and in addition to, and not in substitution of, any other rights and remedies which the Association and its assigns may have hereunder or at law or equity.

#### ARTICLE V

#### GENERAL PROVISIONS

#### Section 1. Enforcement.

(a) The County of Salt Lake (the "County"), the Association or the Owner of any Lot in the Subdivision, including the Developer, shall have the right to enforce by proceedings at law or in equity all of the covenants and

provisions now or hereafter imposed by this Declaration and the Bylaws, respectively, including without limitation, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of said covenants, to enjoin or prevent them from doing so, to cause said violation to be remedied, to recover damages for said violation, and to enforce the lien rights set forth in Articles III and IV.

(b) The result of every act or omission whereby any of the covenants contained in this Declaration or the provisions of the Bylaws are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Owner, by the County, by the Association or by its successors in interest.

(c) The remedies herein provided for breach of the covenants contained in this Declaration or the provisions of the Bylaws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(d) The failure of any Owner, the County, or the Association to enforce any of the covenants set forth in this Declaration or any of the provisions of the Bylaws shall not constitute a waiver of the right to enforce the same thereafter.

(e) A breach of the covenants contained in this Declaration or of the provisions of the Bylaws shall not affect or impair the lien or charge of any bona fide mortgage or deed

of trust made in good faith and for value on any Lot or the improvements thereon; provided, however, that any subsequent Owner of such property shall be bound by said covenants, whether or not such Owner's title was acquired by foreclosure, in a trustee's sale or otherwise.

(f) The Association shall have the right and power to assess monetary penalties against a Member and/or suspend the said Member's voting rights and right to use the recreational facilities, if any, for the period during which any assessment against his Lot remains unpaid after notice and hearing given and had, and for a period not to exceed thirty (30) days after notice and hearing given and had for any infraction of its published rules and regulations.

Section 2. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by registered or certified mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the Lot of such person if no address has been given to the Association. If such notice is so sent by regular mail, it shall be deemed to have been delivered when received. Such address may be changed from time to time by notice in writing to the Association.

Section 3. Attorney's Fees. If any Owner defaults in making a payment of assessments or in the performance or observance

of any provision of this Declaration, and the Association or the County has obtained the services of an attorney with respect to the defaults involved, the Owner covenants and agrees to pay to the Association and/or the County all costs and fees incurred, including reasonable attorney's fees, regardless of whether legal proceedings are instituted. In case a suit is instituted, the Owner shall also pay the costs of suit, in addition to the aforesaid costs and fees.

Section 4. Property Exemption. All public property within the Subdivision shall be exempt from the provisions of this Declaration.

Section 5. Powers of Salt Lake County. If the County Commissioners of Salt Lake County (the "County") reasonably determine at a public hearing held after not less than ten (10) days prior written notice to the affected property owners that said property owners, or any of them, have failed to perform any of the duties or conditions contained herein, County shall have the right, but not the obligation, to assume and cause the performance of any duty or condition until said property owners demonstrate an ability to perform such duty or condition. County shall not exercise any of said rights until after giving the affected property owners written notice of its determination that said owners, or any of them, have failed to perform, and said owners do not cure said failure within thirty (30) days after receiving such written notice. Upon completion of the work by County the costs of performance shall be computed and all costs and expenses shall be the responsibility of the affected property owner. The engineer shall submit all costs to the County for confirmation and the property owner shall be advised

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at the time for the confirmation. Upon confirmation of the assessment the amount shall immediately be due and payable and County shall mail a statement to said property owner so advising that the amount is due. If the assessment is not paid within thirty (30) days after action by the County, the County shall submit said assessment to the County Tax Auditor and Collections and said assessment shall be placed in the tax rolls and collected with the ensuing County Tax Collection. The County Commissioners also have the right to determine that any assessment if not paid may be collected over a term not to exceed five(5) years and said collection can bear interest at a rate not to exceed ten percent (10%).

DECLARATION OF RESTRICTIONS HEREBY adopted this 25 day of Feb., 1980.

Brad Brimhall

By Brad Brimhall

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6800

REQ OF Brad Brimhall  
DEP  
Dep. Auditor

FEB 25 11 51 AM '81

RECORDED  
SALT LAKE COUNTY  
UTAH

2642 Partridge Way Sandy 84070  
KATIE L. DIXON