

B
109

all

Westwood Mobile Home PUD and
06108 + 0001 thru 0073

E 1444158 B 2364 P 796
JAMES ASHAUER, DAVIS CNTY RECORDER
1998 SEP 30 1:41 PM FEE 109.00 DEP JTA
REC'D FOR WESTWOOD MOBILE HOME OWNERS AS

RETURNED
SEP 30 1998

**SECOND AMENDMENT TO
DECLARATION OF RESTRICTIONS
AND GRANT OF EASEMENTS OF
WESTWOOD MOBILE HOMES PUD**

THIS AMENDMENT, made this 29th day of Sept. 1998, by the Declarant (as that term is hereinafter defined) and a majority of Owners; (as that terms is hereinafter defined) entitled to vote.

WHEREAS Declarant and a majority of Owners entitled to vote desire that this Second Amendment to Declaration of Restrictions and Grant of Easement (the "Declaration") entirely replace and supplant the easements, restrictions, covenants, and conditions found in the Declaration of Restrictions and Grant of easements of WESTWOOD Mobile Home PUD, dated July 28, 1983, and recorded in the Office of the Davis County Recorder? on July 29, 1983, book 952, Page 735 and the First Amendment to Declaration of Restrictions and Grant of Easements of WESTWOOD Mobile Homes PUD, dated July 16, 1984, and recorded in the Office of the Davis County Recorder, on July 17, 1984, Book 998, Page 863 jointly referred to hereinafter as the "Original Declaration").

NOW THEREFORE, Declarant and a majority of Owners entitled to vote hereby declares that the property located in the County of Davis, State of Utah, shall no longer be subject to the easements, restrictions covenants and conditions found in the Original Declaration but shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof. If there is any conflict between this Declaration and the Original Declaration, this Declaration shall control and all conflicts resolved in favor of this Declaration.

**ARTICLE I
Definitions**

Unless otherwise expressly provided, the following words and phrases, when used herein, shall have the meaning hereinafter specified:

- Section 1* "Assessment" shall mean the charge against a particular Owner and his Lot, representing a portion of the total costs to the Association of maintaining, improving repairing, replacing managing and operating the Common Area.
- Section 2.* "Association" shall mean the WESTWOOD Mobile Homeowners Association a non-profit unincorporated association.
- Section 3.* "Beneficiary" shall mean a mortgagee under a mortgage or a beneficiary or holder under a Deed of Trust, as the case may be, and the assignees of such mortgagees, beneficiaries and/or holders.
- Section 4.* "Common Area" shall mean all the real property and improvements, including without limitation any and all landscaped areas, walkways, private roads, water and water rights in, under, or to any irrigation water distribution system sanitary storm sewer facilities, fences and easements and rights-of-way appurtenant to the Property, which are owned by the Association for the common use and enjoyment of the Owners of Lots. Provided, however, the driveways are limited Common Areas, the use of which is reserved to the owners of the separate Lots to which they are contiguous. The Common Area owned by the Association shall also include the property located in the County of Davis, State of Utah,
- Section 5* "Common Expenses" shall mean the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Common Area including unpaid Special Assessments and including those costs not paid by the Owner responsible for Payment, costs of the management and administration of the Association, including, but not limited to compensation paid by the Association to managers accountants, attorneys and other employees, the costs of all utilities, gardening and other services benefitting the common area, and all recreational facilities thereon; the costs of casualty and liability insurance, workmen's compensation insurance and other insurance covering the Common Area, and the costs of bonding the members of the management body; taxes paid by the Association; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Area or portions thereof; and the costs of any other item or items designated by, or in accordance with other expenses incurred by, the association for any reason whatsoever in connection with the Common Area for the benefit of all the owners of Lots.
- Section 6.* "Declarant" shall mean and refer to the WESTWOOD Mobile Home PUD, a Utah Limited Partnership, and their successors and assigns so long as Declarant assigns such rights of Declarant hereunder to any such successors and/or assigns by an express written assignment.
- Section 7,* "Declaration" shall mean and refer to this Second Amendment Declaration of Restrictions and Grant of Easements of WESTWOOD Mobile Homes PUD as it may be amended from time to time.
- Section 8.* "Deed of Trust" shall mean and refer to a mortgage or a Deed of Trust, as the case may be.
- Section 9.* "Dwelling Unit" shall mean and refer to a living unit located on a Lot designed and intended for the use and occupancy as a residence by a single family.
- Section 10.* "Family" shall mean (1) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (2) a group of not more than three (3) persons not all so related inclusive of their domestic servants, who maintain a common household in a residence on a Lot.
- Section 11* "Improvements" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, out building, walk-ways, sprinkler pipes, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks landscaping, hedges, windbreaks, plants, planted trees and shrubs, poles, signs, exterior air conditioning and water softener fixtures or equipment.
- Section 12.* "Lots." shall mean and refer to any residential lot or parcel of land shown upon any recorded subdivision plat of the property, with the exception of the Common Area.
- Section 13.* "Management Committee" shall mean the Management Committee of the Association, elected in accordance with this Declaration.

- Section 14** "**Manager**" shall mean the person, firm or corporation appointed by the Association hereunder as its agent and delegated certain duties, powers or functions of the Association.
- Section 15.** "**Member**" shall mean any person or entity holding a membership in the Association as provided herein.
- Section 16.** "**Mortgage**" and "**Mortgagee**" shall mean any mortgage or deed of trust or other conveyance of a Lot to secure the performance of an obligation, which will be void and reconveyed upon the completion of such performance. The term "Deed of Trust" or "Trust Deed" when used herein shall be synonymous with the term "mortgage". The term "Mortgagee" shall mean a person or entity to whom a mortgage is made and shall include the beneficiary of a Deed or Trust: Mortgagor" shall mean a person or entity who mortgages his or its property to another (i.e., the maker of a mortgage) and shall include the Trustor of a Deed of Trust. The term Trustor" shall be synonymous with the term "Mortgagor" and the term "Beneficiary" shall be synonymous with the term "Mortgagee".
- Section 17.** "**Notice and Hearing**" shall mean written notice and a public hearing before a tribunal appointed by the management Committee at which the Owner concerned shall have opportunity to be heard in person or by counsel at Owner's expense.
- Section 18.** "**Original Declaration**" shall mean and refer to Declaration of Restrictions and Grant of Easements of WESTWOOD Mobile Home PUD, dated July 28, 1983, and recorded in the Office of the Davis County Recorder, on July 29, 1983, Book 952, Page 735 and the First Amendment to Declaration of Restrictions and Grant of Easements of WESTWOOD Mobile Homes PUD, dated July 16, 1984, and recorded in the Office of the Davis County Recorder, on July 17, 1984, Book 998, Page 863
- Section 19.** "**Owner**" shall mean and refer to a person or persons or other legal entity or entities, including Declarant, holding fee simple interest of record to any Lot which is a part of the Property, including sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation unless such person, persons, or entity has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure. For purposes of Article XI only, unless the context otherwise requires, Owner shall also include the family, invitee, licensees and lessees of any Owner
- Section 20.** "**Property**" shall mean and refer to all of the real property described in Exhibit "A" attached hereto.
- Section 21.** "**Person**" shall mean a natural individual or any entity with the legal right to hold title to real property.
- Section 22.** "**Record.** Recorded Filed and Recordation" shall mean, with respect to any document, the recordation of such Document in the office of the County Recorder of the County of Davis, State of Utah.
- Section 23.** "**Special Assessments**" shall mean a charge against a particular Owner and his Lot, directly attributable to the Owner for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for in the Declaration, a charge against each Owner and his Lot representing a portion or portions of the improvements on the Common Area pursuant to the provisions of this Declaration, or a charge against each Owner and his Lot representing a portion of the costs to the Association for installation or construction of any improvements on any portion of the Common Area which the Association may, from time to time, authorize.
- Section 24.** "**Subdivision**" shall mean a parcel of real property which has been divided or separated into Lots, shown on a recorded subdivision map, including amended plats.

ARTICLE II Owner's Property Rights

Section 1. Owners Easements of Enjoyment. Every Owner and its guests or invitee shall have a right and easement of ingress and egress and of enjoyment in, to and over the Common Area which shall be appurtenant to and shall pass with title to every Lot and unit, subject to the following provisions;

- (a) The right of the Association to reasonably limit the number of guests or Owners using the Common Area facilities.
- (b) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the recreational facilities thereof, including but not limited to the; right and obligation of the Association to enforce all parking restrictions within the Common Area including as set forth in Section 3 of Article II herein.
- (c) The right of the Association to charge uniform and reasonable admission and other fees for the use of the recreational facilities, if any, situated upon a portion of the Common Area; provided, however, that none of the Common Area facilities, recreational facilities, parking spaces or other amenities in the Property shall be leased to the Owners.
- (d) The right of the Association, in accordance with this Declaration, with the vote of or written assent of a majority of the Members to borrow money for the purpose of improving the Common Area and facilities and in aid thereof, and subject to the provisions of Article XIII of this Declaration, to mortgage pledge, grant a deed of trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the rights of the Owners.
- (e) The right of the Association to suspend the voting rights and right to use the Common Area facilities by an Owner for tiny period during which any assessment against his Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the published rules and regulations of the Association, provided that any Suspension of such voting rights or right to use the Common Area facilities shall be made only by The Management Committee, after notice and an opportunity for a hearing.

- (f) Subject to the provisions of Article XIII of this Declaration, the Association shall have the right to dedicate, release, alienate or transfer all or any part of the Common Area to any public agency, authority or utility for such conditions as may be agreed to by the Members. No such dedication, release, alienation or transfer shall be effective unless an instrument signed by Members entitled to cast a two-thirds (2/3) of the voting power agreeing to such dedication, release, alienation, or transfer, has been recorded.
- (g) The right of the Association (by action of the Management Committee) to reconstruct, replace or refinish any improvement or portion thereof upon to Common Area, in accordance with the original design, finish or standard of construction of such improvements, or of the general improvements within the Property, as the case may be; and not in accordance with such original design, finish, standard of construction, or general improvements within the Property, only with the vote or written consent of the Owners holding a majority of the voting power of the Association.
- (h) The right of the Association to replace destroyed trees or other vegetation and to plant trees, shrubs and ground cover upon any portion of the Common Area.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside in his dwelling unit, subject to reasonable regulation by the Association Committee.

Section 3. Easements for Parking. Temporary guest or recreational parking shall be permitted within the Common Area only within spaces and areas clearly marked for this purpose. Spaces shall be shown by signs or markings on the paved area. The Association, through the Management Committee, is hereby empowered to establish "parking" and "no parking" areas within the Common Area, as well as to enforce these parking limitations by all means lawful for such enforcement, including the removal of any violation vehicle by those so empowered.

Section 4 Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association nor release the Lot or other property owned by him from the liens and charges hereto by waiver of the use and enjoyment of the Common Area and the facilities thereon, or by abandonment of his Lot or any other portion of the Property.

Section 5. Title to the Common Area. The Declarant hereby covenants, for itself its successors and assigns that it has conveyed fee simple title to the Common Area, to the Association, free and clear of all encumbrances and liens except easements, conditions and reservations set forth in this Declaration or the Original Declaration.

Section 6. Taxes. Each Owner shall execute such instruments and take such action as may be reasonably specified by the Association to obtain separate real estate tax assessments on each Lot. If any taxes or assessments may, in the opinion of the Association, nevertheless be a lien on more than one Lot not under common ownership or any part thereof, they may be, but are not required to be, paid by the Association, and each Owner shall be obligated to pay or to reimburse the Association for, as the case may be, the Association's payment of taxes and assessments assessed by the County Assessor or other taxing authority against his own Lot, and for his interest, if any, in the Common Area.

Section 7. Real Property Taxes. The payment of real property taxes assessed against the Common Area is the responsibility of the Association, provided however, if for any reason the same are not timely paid, the payment of the taxes shall be the responsibility of and assessed against the Owners of the Lots, on a pro-rata basis.

ARTICLE III Membership in the Association

Section 1. Membership. Every Owner of a Lot subject to an assessment shall be a Member of the Association. Memberships in the Association shall not be assignable, except to the successor in interest of the Member, and every membership in the Association shall be appurtenant to and may not be separated from the fee ownership of such Lot.

Section 2. Transfer. The Association membership held by any Owner of a Lot shall not be transferred, pledged, of alienated in any way, except upon the sale or encumbrance of such Lot and then only to the purchaser or mortgagee of such lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. A Member who has sold his Lot to a contract purchaser under an agreement to purchase shall be entitled to delegate to such contract purchaser his membership rights in the Association. Such delegation shall be in writing and shall be delivered to the Management Committee before such contract purchaser may vote. However, the contract seller shall remain liable for all charges and assessments attributable to his Lot until fee simple title to the Lot sold is transferred. In the event the Owner of any Lot shall fail or refuse to transfer the membership registered in his name to the purchaser of such Lot upon transfer of fee title thereto, the Management Committee shall have the right to record the transfer upon the books of the Association and to act in accordance therewith. The Management Committee shall have the right to charge a reasonable Special Assessment against any Owner and his Lot, equal to the cost to the Association of effectuating any such transfer of his membership upon the books of the Association.

ARTICLE IV Voting Rights

Section 1. Voting Membership. Members shall be all Owners and their Successors in interest, when more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lots shall be exercised in accordance with Article IV, Section 2 of this Declaration and in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Vote Distribution. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one holds such interest or interests in any Lot (co-owner), all such co-owners shall be Members and may attend any meeting of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Lot is entitled. Such co-owners may, from time to time, designate in writing one of their number to vote. Fractional votes shall not be allowed and the Vote for each Lot shall be exercised, if at all, as a unit where no voting co-owner is designated or if such designation has been revoked, the vote for such Lot shall be exercised as the majority of the co-owners of the Lot mutually agree. Unless the Management Committee receives a written objection from a co-owner, it shall be presumed that the corresponding voting co-owner is acting with the consent of his or her co-owners. No vote shall be cast for any Lot where the majority- of the co-owners present in person or by proxy and representing such Lot cannot agree to said vote or other action. The non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein shall be deemed to be binding on all Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in the Declaration.

ARTICLE V Meeting of Members

Section 1. Annual Meetings. The annual meeting of the members shall be held on or around the second Saturday of June each year at 5:00 p.m. upon the Common Area or at such other reasonable place and time that will be posted, and be held not more than sixty (60) days before or after such date, as may be designated by written notice of the Management Committee delivered to the Owners not less than ten (10) days prior to the date fixed for said meeting. At the annual meeting the Management Committee shall present an audit of Common Expenses, itemize receipts and disbursements for the preceding calendar year including the allocation thereof to each Owner, and the estimated Common Expenses for the coming calendar year. Within ten (10) days after the annual meeting, said statement shall be delivered to the Owners not present at said meeting, upon request.

Section 2 Special Meetings. Special meetings of the Members may be called at any time by the Management Committee or upon the written request of the Members who are entitled to vote one-third (1/3) of the total votes of all the Members entitled to vote.

Section 3. Notice of Meeting's. Written notice of each meeting of the Members shall be given by the Management Committee or person authorized to call the meeting by hand delivery or mailing, postage prepaid, a copy of such notice at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the members address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in case of a special meeting, the purpose of the meeting.

Section 4. Quorum. A majority of all members or proxies entitled to cast a vote is required at any association meeting properly held, and shall be known as a quorum. For any action to become binding on the association members, a majority vote of the quorum in attendance shall be required. If, however, such a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting and call another meeting subject to the same notification requirement and the required quorum at the subsequent be shall be twenty-five percent (25%) of the voting power of the association. No such subsequent meeting shall be held more than ninety (90) days following the proceeding meeting.

Section 5. Proxies. At all meetings of members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Management Committee. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his lot.

ARTICLE VI Management Committee Elections & Proceedings

Section 1. Number. The affairs of the Association shall be managed by a Management Committee consisting of five (5) Owners.

Section 2. Term of Office. Members of the Management Committee shall serve for a term of two (2) years, provided that three of the five members of the first Management Committee elected shall serve for a one (1) year term and the other term serve for a two (2) year term. The members of the Management Committee shall serve until their respective successors are elected, or until death, resignation or removal.

Section 3. Resignation and Removal. Any member of the Management Committee may resign at any time by giving written notice to the committee. Any member may be removed from the Management Committee, with or without cause, by a majority vote of the Owners entitled to vote. If any member of the Management Committee ceases to be an Owner that person shall automatically be removed as a member of the Management Committee. In the event of death, resignation, or removal of a member of the Management Committee, his successor shall be selected by the remaining members of the Management Committee and shall serve for the unexpired term of his predecessor.

Section 4. Proceedings. Three members of the Management Committee shall constitute a quorum. If a quorum is present the decision of a majority of those present shall be the act of the Management Committee. The Management Committee shall elect a chairman who shall preside over both its meetings and those of the Owners. Meetings of the Management Committee may be called, held and conducted in accordance with such regulations as the Management Committee may adopt.

Section 5. Election. Nominations for each vacancy in the Management Committee shall be made prior to the annual meeting. Elections shall be held at that same annual meeting by secret ballot. Every Owner entitled to vote may cumulated his votes and give one candidate a number of votes equal to the number of members of the Management Committee to be elected, multiplied by the number of votes to which such Owner is entitled to vote, or distribute his votes on the same principal among as many candidates as he thinks fits. The candidates receiving the largest number of votes up to the number of the vacancies in the Management Committee to be elected shall be deemed elected.

ARTICLE VII Duties and Powers of the Association

The Association, acting through the Management Committee shall also have the power and duty to:

- (a) Maintain, repair and otherwise manage the Common Area and all facilities, improvement and landscaping thereon, including in accordance with the provisions of Article VII and Article VIII of the Declaration
- (b) Maintain all private sewer Systems within the Common Area.
- (c) Pick up and dispose of garbage, or arrange for the pick up and disposal of garbage by public agencies, or contract for the pick up and disposal of garbage by contract with private agencies.
- (d) Grant easement, rights-of-way or strips of land, where necessary for utilities and sewer facilities over the Common Area to serve the Common Area and the Lots.
- (e) Maintain such policy or policies of liability, fire and casualty insurance with respect to the Common Area and personal property, if any, owned by the Association as provided herein in furthering the purposes of and protecting the interests of the Association and Members and as directed by this Declaration.
- (f) Employ or contract with a professional manager (the "Manager") to perform all or any part of the duties and responsibilities of the Association and to delegate its powers to committees, officers and employees. Any such manager agreement shall be for a term of not in excess of three (3) years, subject to cancellation by either party without cause upon 90 days written notice or payment of a negotiated termination fee upon less than ninety (90) days written notice.
- (g) Employ or contract with legal and accounting services necessary to assist in the operation of the Common Area or the enforcement of this Declaration.
- (h) After Thirty (30) days written notice, without being liable to any Owner, enter upon any Lot for the purpose of enforcing, by peaceful means, the provisions of this Declaration or for the purpose of maintaining or repairing any such area if for any reason, that the Association members deems the Lot hazardous or unsafe to the welfare of the surrounding Lot Owners, in accordance with local state, city, and county laws. Any cost and expense incurred shall be that of the Lot Owner. That Lot Owner on any parts of this declaration that is deemed a non hazardous repair or maintenance, shall be given written notice and reasonable time as to the specific problem and remedy required. Any repairs made by the Association members, or that all which cost and expense shall be a lien upon said Owners Lots, Provided, however, that the Association members shall have the right to enter into and upon any Lot in an effort to respond to an emergency without prior notice.

ARTICLE VIII Covenants for Maintenance Assessment

Section 1. Creation of the Lien and Personal Obligations of Assessments. Declarant and the Members who have approved this Declaration, pursuant to the provisions providing for amendments to the Original Declaration, hereby covenants, for each Lot owned within the Property and each Owner of any Lot, all having acceptance a deed subject to the Original Declaration whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments, such assessments to be established and collected as hereinafter provided. Such assessments, together with interest, costs and reasonable attorney's fees for the collection thereof shall be a charge on the land and shall be a continuing lien upon the property and Lots against which such assessment is made. Each such assessment, together with interest, costs and reasonable 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. Subject to the provisions of this Declaration protecting first mortgagees, the personal obligation for delinquent assessments shall pass to the successors in interest of such Owner, but shall not release the personal obligation of the person who was the Owner of the property and/or Lots at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the common health, safety, benefit, recreation and welfare of the Owners and for the improvements and maintenance of the Common Area, roadways, exterior maintenance, drainage system, storm drain system and of any dwelling unit situated upon common area property as provided herein.

Section 3. Damage to Common Area by Owner. The foregoing maintenance repairs or replacements within the Common Area arising out of or caused by the willful or negligent act of an Owner his family, guests or invitee, shall be done at said Owner's expense or a Special assessment therefor shall be made against his Lot; provided, however, that the liability of an individual Owner for such damage to the Common Area shall not be absolute, but shall only be that for which the Owner is legally responsible under state law.

Section 4. Maximum Annual Assessment. The annual assessment for the year immediately following the execution of this Declaration, shall be the same as the annual assessment under the current Declaration.

- (a) From and after January 1st of the year immediately following the execution of this Declaration, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership,
- (b) From and January 1st of the year immediately following the conveyance of the first Lot to an Owner the maximum annual assessment may be increased above five percent (5%) by a vote of a majority of members who are voting in person or by proxy at a meeting duly called for this purpose.
- (c) The Management Committee may fix the annual assessment at an Amount not in excess of the maximum.

Section 5. Special Assessments. In addition to the Assessments authorized above, the Management Committee 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 of any construction, reconstruction repair or replacement of a capital improvement or other such addition upon the Common Area, including fixtures and personal property related thereto; provided, however that any such total assessment shall have the vote or written assent of a majority of the votes of Members who are subject to such assessment. A special assessment may also be charged against a particular Owner and his Lot, directly attributable to the Owner for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for in the Declaration without the assent of the Members.

Section 6. Notice of Quorum for any Authorizing under Section 4 and 5. Written notice of any meeting called for the purpose of taking any action by the Members authorized under Sections 4 and 5 of this Article shall be sent to all Members not less than twenty (20) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast a majority of all votes of the Members shall constitute a quorum if the required quorum is not present, another meeting may be called subject to the same notification requirement and the required quorum.

Section 7. Uniform Rate of Assessment. Both annual assessments and special assessments provided for in this Article VIII must be fixed at a uniform rate for all Lots within the Property; provided, however, that the Association may, subject to the provisions of Section 3 of this Article, levy special assessments against selected Owners who have caused the Association to incur special expenses due to willful or negligent acts of said Owners their guests or agents. All Assessments shall be collected on a regular basis by the Management Committee, at such frequency as the Management Committee shall determine.

Section 8. Date of Commencement of Assessments; Due Date. The annual assessment during the first year after the execution of this Declaration shall be the same as that found in the Original Declaration. The Management Committee shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each Assessment period. Such assessments shall be billed quarterly to each Owner subject thereto. Written notice of any change in the amount of the annual Assessment shall be sent to every Owner subject thereto, at least thirty (30) days prior to the effective date of such change. The due dates shall be established by the Management Committee. 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. A properly executed certificate of the Association as to the status of assessments against a Lot is binding upon the Association as of the date of its issuance.

Section 9. Exempt Property. The following property, subject to this Declaration, shall be exempt from the assessment herein:

- (a) All Property dedicated to and accepted by a local public authority; and
- (b) The Common Area.

ARTICLE IX Effect of Non-Payment of Assessments: Remedies of The Association

Section 1. Effect of Non-Payment of Assessments. Remedies of The Association. Any installment of an annual assessment or special assessment not paid within ninety (90) days after the due date shall bear interest from the due date of such installment at the rate of eighteen percent (18%) per annum. If any installment of an assessment is not paid within ninety (90) days after it is due, the Owner responsible therefor may be required further by the Association to pay a late charge of (\$5.00) Dollars or ten percent (10%) of the amount of the delinquent installment, whichever is greater. The Association may bring an action at law against the Owner, personally obligated to pay the same, and/or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Management Committee may mail an acceleration notice to the Owner and to each first mortgagee of a Lot which has requested a copy of the notice. The notice shall specify: (1) the fact that the installment is delinquent; (2) the action required to cure the default; (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner by which such default must be cured; and (4) that failure to cure the default on or before the date specified in the

notice may result in acceleration of the balance of the installments of the Assessment for the then current fiscal year and sale of his Lot. The notice shall further inform the Owner of his right to cure after acceleration and to bring a court action to assert the non-existence of a default or any other defense of the Owner or acceleration and sale. If the delinquent installments of Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Management Committee, at its option, may declare all of the unpaid balance payable without further demand and may enforce the collection of the full Assessment and all charge thereon in any manner authorized by law and/or this Declaration.

Section 2. Notice of Assessment. No action shall be brought to enforce any assessment lien herein unless at least thirty (30) days has expired following the date a Notice of Assessment is deposited in the United States mail certified or registered, postage prepaid, to the Owner of the Lot, and a copy thereof has been recorded by Association in the office of the County Recorder in which the Property are located; said Notice of Assessment 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 eighteen percent (18%) per annum plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien, and the name and address of the claimant. Such Notice of Assessment shall be signed and acknowledged by a member of the Management Committee and said lien shall be prior to any Declaration of Homestead recorded after that date upon which this Declaration is recorded. The lien shall continue until fully paid or otherwise satisfied.

Section 3. Foreclosure Sale. Any such foreclosure sale provided for above may be conducted by the Management Committee, its attorneys or other persons authorized by the Management Committee in accordance with the provisions of the Utah Code Annotated, 1953 as amended 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 Assessment was filed by the Association, the Management Committee shall record an appropriate Release of Lien, upon payment by the defaulting Owner for a fee, to be determined by Association, but not to exceed SEVENTY FIVE (\$75.00) DOLLARS, to cover the cost of preparing and recording such release. A certificate executed and acknowledged by any two (2) members of the Management Committee stating the indebtedness secured by the liens upon any Lot created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed FIFTEEN (\$15.00) DOLLARS.

Section 5. Cumulative Remedies. The assessment liens and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 6. Subordination of the Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage (meaning any recorded mortgage with first priority or seniority over mortgages) made in good faith and for value and recorded prior to the date on which the assessment came due. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or deed in lieu thereof, shall extinguish the lien of such assessments as to installments which became due prior to such sale or transfer but shall not release the personal obligation of the person who was the Owner of the property at the time when the assessment fell due. However, no sale or transfer shall relieve such Lot from liability for any installments of assessments thereafter becoming due or from the lien thereof.

ARTICLE X Maintenance, Repair & Utilities

Section 1. Structural Maintenance Areas. No improvement, excavation or work that could in any way alter the structural support of a building or improvement on any portion of the Common Area shall be made or done by any person other than the Association or its authorized agents. The Association shall maintain or provide for the maintenance in good order and repair, and shall reconstruct, replace or refinish, as needed, the structural support of improvements within the Common Area.

Section 2. Maintenance Obligation of Association. The Association shall maintain or provide for the maintenance of all Common Areas and all improvements thereon, including fences, entrance gates, streets, sidewalks, Common Area landscaping, landscaping equipment and lighting and utility mains and any and all utility laterals to the Lot lines.

Section 3. Maintenance Obligation of Members. All buildings and add-on structures shall be kept and maintained by the Owner thereof in a clean, safe, attractive and slightly condition in good repair. If all or any portion of any Lot or dwelling unit is not so maintained or damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of said Lot or dwelling unit to rebuild, repair or reconstruct said residence in a manner which will restore it to a clean, safe, attractive and slightly condition in good repair.

Section 4. Time Limitation. The Owner or Owners of any damaged residence shall be obligated to proceed with all due diligence hereunder and the responsible party shall commence reconstruction within six (6) months after the damage occurs, unless prevented by causes beyond their reasonable control.

Section 5. Utilities. Each Owner covenants that he shall pay for the sewer, water, and garbage collection system and services provided and utilized by any Owner in the manner set forth below.

- (a) **Water.** The water for the Property including both individual Lots and the Common Area, shall be metered and billed monthly by Woods Cross City. Each Owner covenants that he will pay Woods Cross City the water costs for his separate Lot and his prorated share of the water cost for the Common Area within five (5) days after receipt of the bill from Woods Cross City.
- (b) **Water & Garbage Collection.** The association shall contract for garbage collection service of a character suitable for a residential mobile home park. Each individual Lot Owner shall be billed on a monthly basis for that Owners pro-rata share of the garbage collection service. Each Lot Owner shall be obligated to pay the amount billed within five: (5) days of receipt of such bill.
- (c) **Sewer.** The association shall contract with the South Davis Sewer District for service of a character suitable for a residential mobile home park. Each individual Lot Owner shall be billed directly on a monthly basis for that Owners sewer service. Each Lot Owner shall be obligated to pay for services rendered.

In the event the Association should be able to contract for the above described utility services to the Property and its Owners, the Owners agree that the Association shall not be liable for any injury to property, economic or otherwise in the Property.

ARTICLE XI Use Restriction

All real property within the Property shall be held, used and enjoyed subject to the following limitations and restrictions hereof:

Section 1. Single Family Residence. No building or other structure shall be constructed or placed upon any Lot, for any purpose other than single family residential mobile home living. All units shall have a minimum of 700 square feet.

Section 2. Business of Commercial Activity. No part of the Property shall ever be used or caused to be used, nor are allowed nor authorized, in any way, directly or indirectly, for any business, commercial enterprise, or other such non-residential purposes, provided, however, that nothing in this section shall be deemed to prevent:

- (a) the Association or its duly authorized agent from operating a management office;
- (b) an artist, artisan or craftsman (jointly referred hereinafter as "Artist") from pursuing his artistic calling in the Artists own dwelling if such artist also uses such dwelling for residential purposes is self-employed and has no employee working in his dwelling and does not advertise or offer any product or work of art for sale to the public upon or from such dwelling;
- (c) any small business which is conducted in the home which does not attract clients, business invitee, or any other person to the Property for business purposes and is done without employees, and does not advertise or offer any products for sale to the public upon or from such home; or
- (d) the Association or its duly authorized agent from operating a Laundromat.

Section 3. Nuisances. No noxious or offensive activity (including but not limited to the repair of motor vehicles) shall be carried on, in or upon any Lot or the Common Area nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Owner. No loud noises or noxious odors shall be permitted on the Property and the Management Committee shall have the right to determine if any noise, odor or activity producing such noise, odor or interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, none of the following are permitted to be maintained upon any Lot or any portion of the Common Area: exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, or any items which may unreasonably interfere with television or radio reception of any Owner or any unreasonably offensive item, as determined by the Management Committee, that may be exposed to the view of any other Owner, without the prior written approval of the Management Committee.

Section 4. Signs. No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Property or any Lot, without the prior written consent of the Management Committee, except for one sign for each dwelling unit of not more than three (3) feet square advertising the property for sale or rent. All signs or billboards, and the condition promulgated for the regulation thereof; shall conform to the requirements of state and local laws.

Section 5. Parking and Vehicular Restrictions. No Owner of any Lot shall park, store or keep any vehicle except wholly within the parking area designated therefor. No Owner shall park, store or keep on any Lot, street (public or private) within the Property, or on any other portion of the Property any commercial vehicle, or construction equipment or any other vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Association. A storage area will be provided for trailers, boats, recreational vehicles and campers when not in use, and such vehicles may be parked in each Owner's driveway, for purposes of loading, unloading and cleaning and repairing.

Section 6. Animal Restrictions. Animals belonging to Owners, occupants or their licensees, tenants or invitee within the Property may be kept in legal quantities provided that their ownership and maintenance are in compliance with state and local laws and must be either kept within an enclosure or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom. Should any animal belonging to an Owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by local city or county animal control agents to a shelter under the jurisdiction of the local municipality in which the Property are situated and subject to the laws and rules governing said shelter, or to a comparable animal shelter without recourse on the Association, Management Committee or its members. Furthermore, any Owner shall be absolutely liable to each and all remaining Owners, their families, guests, tenants and invitee, for any unreasonable noise or damage to person or property caused by any animal brought or kept upon the Property by an Owner or by members of his family, his tenants or his guests; and it shall be the absolute duty and responsibility of each such Owner to clean up after such animals which have used any portion of the Common Area.

Section 7. Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Lot or Common Area, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Property, or any portion thereof (unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefor and fire pits in the patios designed in such a manner that they do not create a fire hazard. No clothing or household fabrics shall be hung, dried or aired in such a way in the Property as to be visible to other property and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within an enclosed structure or appropriately screened from view.

Section 8. View Obstructions. No fence, hedge, wall or other dividing instrumentality over six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot, except that which the Association may vary or exceed said height or location of any fence, in adherence to local laws.

Section 9. Common Area Facilities. Nothing shall be Altered or constructed in or removed from the Common Area except upon written consent of the Association.

Section 10. Add-on Structure. All structures added on to a dwelling unit must be approved by the Management Committee before construction. A patio may be constructed to attach to the dwelling unit as long as it is compatible in construction and design to the dwelling unit and receives approval of the Management Committee. No foreign object other than one television antenna and an air condition in unit may be placed upon the roof of each dwelling unit so long as the height of the television antenna is limited to ten (10) feet above the dwelling unit. No radio station or short-wave operators of any kind shall operate from any Lot or dwelling unit unless approved by the Management Committee. Exterior radio antennas or other antennas may only be erected or maintained in the Property subject to the prior written approval of the Management Committee which may be revoked at any time by the Management Committee in its discretion.

Section 11. Insurance Rates. Nothing shall be done or kept on or in tile Property which will increase the rate of insurance on any property insured by the Association without the prior written approval of the Management Committee, nor shall anything be done or kept in or on the Property which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any laws.

Section 12. Drilling. No oil drilling, oil development operations, oil refining quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks tunnels or mineral excavations or shafts be permitted upon the surface of any Lot or within five hundred (500") feet below the surface of the Property. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 13. Further Subdivision. No Owner shall further partition or subdivide his Lot, provided, however, that this provision shall not be construed to limit the right of an Owner to: (a) rent or lease all or any portion of his Lot by means of a written lease or rental agreement subject to the restrictions of this Declaration, so long as the Lot is not leased for transient or hotel purposes; (2) sell his Lot; or (3) transfer or sell any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety or as community property. The terms of any such lease or rental agreement shall be subject, in all respects, to the provisions of this Declaration, and any failure by the Lessee of such Lot to comply with the terms of this Declaration shall constitute a default under the lease.

Section 14. Drainage. There shall be no interference with the established drainage pattern over any subdivision within the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Management Committee.

Section 15. Water Supply Systems. No individual water supply, sewage disposal system or water softener system shall be permitted on any Lot in the Property unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendation of the all applicable governmental authorities.

Section 16. Zoning Regulations. No Lot within the Property shall ever be occupied or used by or for any building or purpose or in any manner which is contrary to the zoning regulations applicable thereto or in force from time to time.

ARTICLE XII Insurance

Section 1. Common Area. The Association shall keep all buildings, improvements and all fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association and the Owner as beneficiary- of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of and proceeds shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Assessments made by the Association.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area facilities or other improvements in the Property insured by the Association the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of such repair or replacement of the property damaged or destroyed the Association may make a special assessment against all Lot Owners to cover the additional costs of repair or replacement not covered by the insurance proceeds in addition to any other assessments made against such Lot Owner. In the event of total destruction of all of the improvements in the Property, the net proceeds of the insurance carried by the Association, after the payment of any and all related expenses, shall be divided proportionately among the Lot Owners, such proportion based upon the original base sales price of each improved Lot at the time it was initially sold by the Declarant, provided that The balance then due on any valid encumbrance of record shall be first paid in order of priority, before the distribution of any proceeds to an Owner whose lot is so encumbered.

Section 3. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be thereby voided or impaired, that is maintained by the Association, the Association hereby waives and releases all claims against the Management Committee, its agents and employees with respect to any loss covered by such insurance: whether or not caused by negligence or of breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 4. Liability Insurance. The Association may obtain comprehensive public liability insurance, including medical payments, liquor liability insurance and malicious mischief up to the amount of \$1,000,000.00 per occurrence for personal injury and/or property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other. Such insurance shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of a Lot Owner because of negligent acts of the Association or other Lot Owners. The Association may obtain liability coverage on members of the Management Committee for negligent conduct.

Section 5. Fidelity Coverage. The Association may obtain fidelity coverage against dishonest acts on the part of Management Committee, managers, employees and volunteers responsible for handling funds collected and held for the benefit of the Lot Owners. The fidelity bond or insurance must name the Association as the named insured and may be written in an amount sufficient to provide protection which is in no event more than one and one-half (1-1/2) times the insured's estimated annual operating expenses and reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

Section 6. Other Insurance and General. The Association may also obtain, through the Management Committee, workman's compensation insurance and other liability insurance as it deems desirable, insuring each Lot Owner, the Association and the Management Committee from liability in connection with the Common Area, the premiums for which are to be Common Expenses included in the Assessments made against the Owners. Such insurance policies shall have severability or interest clauses or endorsements which shall preclude the insurer from denying the claim of a Lot Owner because of the negligent acts of the Association or other dwelling Lot Owners. All policies shall be reviewed at least annually by the Management Committee and the limits increased at its discretion. Notwithstanding any other provision herein, the Association shall continuously maintain in effect such casualty, flood, liability, bond and other insurance meeting the requirements for planned unit developments established by The Federal Home Loan Mortgage Corporation (FHLMC), The Government National Mortgage Association (GNMA), The Federal National Mortgage Association (FNMA), Housing and Urban Development (HUD), Federal Housing Administration (FHA), Veterans Administration (VA), State of Utah Finance Agency and conventional lending institutions, so long as there are any mortgages on any of the Property.

Section 7. Owner's Insurance. Each Owner shall be responsible for insurance on that Owner's Lot, his dwelling unit, and its contents.

ARTICLE XIII General Provisions

Section 1. Enforcement. This Declaration may be enforced by the Association as follows:

- (a) Breach of any of the covenants contained in the Declaration and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by an Owner by the Association or the successor in interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys fees in an amount as the Court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent

payment, interest thereon, costs of collection and court costs.

- (b) The result of every act or omission whereby any of the covenants contained in this Declaration 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 Association or its successors in interest.
- (c) The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative and none of such remedies shall be deemed exclusive.
- (d) The failure of the Association to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.
- (e) A breach of the covenants, conditions or restrictions contained in this Declaration shall not affect or impair the lien or change of any Bona fide first mortgage or Deed of Trust made in good faith and for value on any residential Lot or the improvements thereon, provided, however, that any subsequent Owner of such property shall be bound by said covenants, whether such Owner's title was acquired by foreclosure, in a trustee's sale, or otherwise.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, perpetually, unless otherwise provided by an appropriate amendment hereto.

Section 4. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of community recreational facilities and Common Area. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

Section 5. Amendments. Subject to any right of the VA or the FHA hereunder, this Declaration may be amended only by affirmative vote or written consent of the Owners holding not less than a majority of the voting power the Members; provided, however, that prior written approval of at least a majority of all first mortgagees must be obtained also, before Article XIII may be amended. Provided, further however, this Declaration shall not be amended in such a manner that the rights of any first mortgagee will be adversely affected.

Section 6. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Property to the public or for any public use. (Except as expressly shown on the recorded plat).

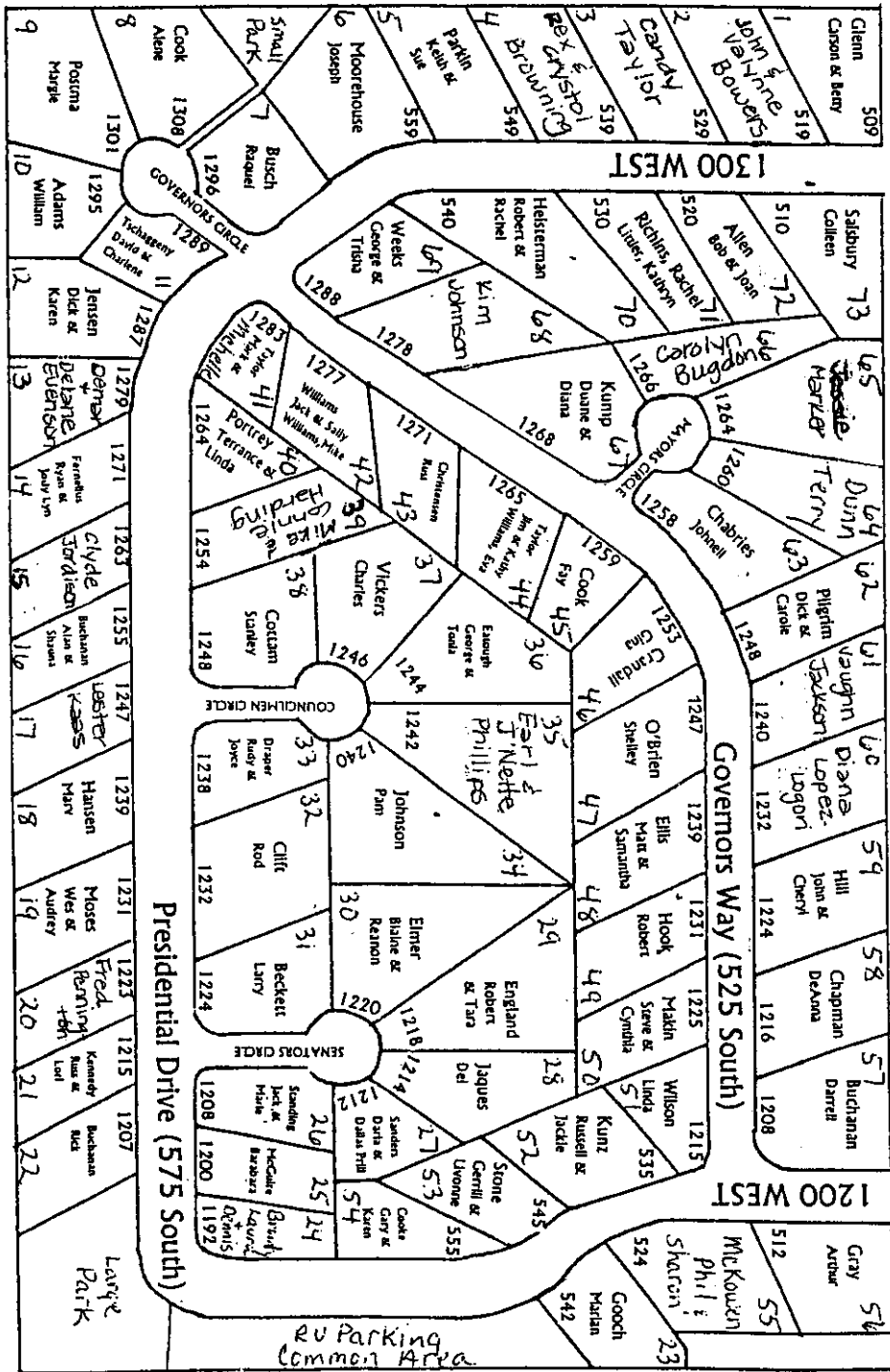
Section 7. Constructive notice and Acceptance. Every person who owns, occupies or acquires any rights title, estate or interest in the Property or any portion thereof does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquires an interest in the Property, or any portion thereof.

Section 8. Reservation of Easements. Reciprocal easements are hereby reserved for the benefit of adjoining Lot Owners for the control, maintenance and repair of the utilities of adjoining Lot Owners, Members expressly reserves, for the benefit of all of the real property in the Property and the Owners, reciprocal easements of access, ingress and egress over all Lots and over the Common Area, for the use and enjoyment of the Lots in accordance with this Declaration, including without limitation for installation and repair of utility services, Curb drainage over, across and upon adjacent Lots for water resulting from the normal use of adjoining Lots, for maintenance and repair of any dwelling. Such easements may be used by all Owners, their guests, tenants and invitee, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot and the Common Area. No Owner of a Lot shall interfere with the established drainage pattern over his Lot from adjoining or other Lots. Each Owner of a Lot shall make adequate provision for drainage in the event he changes the established drainage over his Lot. The Management Committee shall have the right to grant exclusive easements over certain limited portions of the Common Area, if necessary, to certain Lot Owners for yard purposes, as required by the Federal Housing Administration. The Association has the right for the benefit of its agents and employees, easement of access, ingress and egress over the Lots and Common Area, for the purpose of maintaining, repairing and installing sewer pipelines and laterals in accordance with the provisions of this Declaration and as otherwise provided by law. Each of the Lots and structures thereon shall be and are subject to easements for utilities through, over under and across said Lots and the structures thereon, including easements for the installation and maintenance of meters for such utilities.

Section 9. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered or provided either personally or by mail, if delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) 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 unit of such person if no address has been given to the Association, Such address may be changed from time to time, by notice in writing to the Association

EXHIBIT "A"

500 SOUTH



DATED: effective the date first above written.
Declarant and Westwood Mobile Home Park.

E 1444158 B 2364 P 808

Witnessed the execution by a majority of Lot Owners entitled to vote, DATED effective the date first above written.

WESTWOOD Mobile Homeowners Association affirmative voting members with signatures on file at the treasures office:

<u>Name</u>	<u>Lot #</u>	<u>Name</u>	<u>Lot #</u>
Carson D. Glenn	1	George Eatough	36
Candy Taylor	3	Stanley A. Cottam	38
Crystal Browning	4	Connie A. Harding	39
Sue Parkin	5	Mark Taylor	41
Talene Lewis	7	Jack Williams	42
Alene Cook	8	Josh Hill	43
Adam Garner	9	Jim Taylor	44
David Tschaggeny	11	Fay Cook	45
Dalane Evensen	13	Linda S. Wilson	51
Ryan Fernelius	14	Russell Kunz	52
Clyde Jordison	15	Yvonne Stone	53
Alan Buchanan	16	Gary Cooke	54
Lester J. Kaas	17	Phill McKowen	55
Marv Hansen	18	Arthur Gray	56
Fred Pennington	20	Darrel M. Buchanan	57
Russell Kennedy	21	Deanna Chapman	58
Rick Buchanan	22	Cheryl Hill	59
Marian Gooch	23	Richard Pilgrim	62
Dennis Bromley	24	Norma Winegar	64
Barbra McGuire Averett	25	Jessie Marker	65
Barclay Standing	26	Carolyn Bugden	66
Darla Sanders	27	Diane Kump	67
R.E. Clift	32	Joan F. Allen	72
Pamela Johnson	34	Ken Taylor	37

WESTWOOD MOBILE HOMEOWNERS ASSOCIATION

Jody Fernelius
Treasurer

STATE OF UTAH)
)ss
COUNTY OF DAVIS)

On the 30th day of September 1998 personally appeared before me : Jody Fernelius-Treasurer- Who being duly Sworn did acknowledge that they did execute the foregoing Declaration.

My Commission expires:
3-18-99

Arlene Briggs
Notary Public

